

<i>SERFF Tracking Number:</i>	<i>SUNL-125717716</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sun Life Assurance Company of Canada (U.S.)</i>	<i>State Tracking Number:</i>	<i>39618</i>
<i>Company Tracking Number:</i>	<i>LIVING BENEFIT RIDERS FALL 2008</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Living Benefit Riders Fall 2008</i>		
<i>Project Name/Number:</i>	<i>Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008</i>		

Filing at a Glance

Company: Sun Life Assurance Company of Canada (U.S.)

Product Name: Living Benefit Riders Fall 2008 SERFF Tr Num: SUNL-125717716 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed State Tr Num: 39618
Variable

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: LIVING BENEFIT RIDERS FALL 2008 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird
Disposition Date: 07/24/2008

Authors: Margaret Carvalho, Fran

Daly, Angela Ranaghan, Thomas

Miele, Christopher McAuliffe, Pat

Squillacioti, Joseph Cohen

Date Submitted: 07/14/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Living Benefit Riders Fall 2008

Project Number: Living Benefit Riders Fall 2008

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Pending with our domiciliary state of Delaware.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 07/24/2008

State Status Changed: 07/24/2008

Deemer Date:

Corresponding Filing Tracking Number: Living Benefit Riders Fall 2008

Filing Description:

Re: Forms Submitted for Approval

IOD-II – Guaranteed Minimum Withdrawal Benefit Rider

IOD-E – Guaranteed Minimum Withdrawal Benefit Rider

SERFF Tracking Number: *SUNL-125717716* *State:* *Arkansas*
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TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
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IOD-P – Guaranteed Minimum Withdrawal Benefit Rider

RIE-II –Guaranteed Minimum Withdrawal Benefit Rider

VA-TAE-2008 – Travel Assistance Endorsement

MASTERS-08 – Variable Annuity Application

FAII-ME-IND-08 – Specification Pages

FIIII-MA-IND-08 – Specification Pages

RCHII-MC-IND-08 – Specification Pages

RFFII-MF-IND-08 – Specification Pages

Dear Sir or Madam:

We submit the new forms listed above for your review and approval. These forms are intended to comply with all laws, rules, bulletins and published guidelines applicable to these forms. They are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

These forms have been filed and are pending with our domiciliary state of Delaware.

RIDERS

Each of the following riders will be made available for use with previously approved variable annuity forms FAII-IND-MVA-02, RCHII-IND-MVA-02, RFFII-IND-MVA-02 and FIIII-IND-MVA-02:

IOD-II

This optional rider guarantees an amount up to which the owner can withdraw each year. The guaranteed annual amount available for withdrawal is known as the Annual Income Amount. This amount may also Step-up (increase) each year based on the highest of quarterly values determined under the rider. The Annual Income Amount may alternatively be used to store income for future withdrawals by increasing the Stored Income Balance. There is a quarterly fee for this rider.

IOD-E

This optional rider provides the same benefits as form IOD-II described above except that it also provides the opportunity to further increase the guaranteed annual amounts available at later ages. There is a quarterly fee for this

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rider.

IOD-P

This optional rider provides the same benefits as form IOD-II described above except that it also provides a deferral bonus feature in early years. There is a quarterly fee for this rider.

RIE-II

This optional rider guarantees an amount up to which the owner may withdraw each year. The guaranteed annual amount available for withdrawal is known as the Annual Withdrawal Amount. This amount may also Step-up (increase) each year based on the highest of quarterly values determined under the rider. This rider also provides a guaranteed withdrawal benefit with a deferral bonus feature if withdrawals are not taken during a specified period under the rider. There is a quarterly fee for this rider.

VA-TAE-2008

This endorsement provides considerable consumer protections related to unanticipated medical emergencies arising while the Covered Person is more than 100 miles away from their home. It does not provide any health insurance benefit. Rather, it facilitates a Covered Person's ability to interact with the health service provider. There is no indemnity or reimbursement for any expense incurred for any health coverage the Covered Person may ultimately receive. We have contracted with a third party vendor to provide the covered services. There is no charge for this endorsement.

SPECIFICATION PAGES

The new specification pages include these new optional riders and will be used with their respective base products as follows:

- Specification Page FAIL-ME-IND-08 used with previously approved form FAIL-IND-MVA-02
- Specification Page FIIII-MA-IND-08 used with previously approved form FIII-IND-MVA-02
- Specification Page RCHII-MC-IND-08 used with previously approved form RCHII-IND-MVA-02
- Specification Page RFFII-MF-IND-08 used with previously approved form RFFII-IND-MVA-02

APPLICATION

MASTERS-08

SERFF Tracking Number: SUNL-125717716 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39618
Company Tracking Number: LIVING BENEFIT RIDERS FALL 2008
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Living Benefit Riders Fall 2008
Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

This new application includes each of the guaranteed minimum withdrawal benefit riders listed above.

These forms will be used in the general variable annuity market and marketed by our licensed sales representatives. None of these forms will be mass marketed or solicited by mail.

These forms are regulated by the SEC so they are exempt from readability requirements.

The enclosed forms include brackets around the items that may vary. The bracketed items shown are the values that will currently print for each respective form. The use of variability in the enclosed forms will be administered as described in the enclosed statement of variability and in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Please do not hesitate to contact me if you have any questions regarding this submission. Thank you for your attention to this matter.

Company and Contact

Filing Contact Information

Margaret Carvalho, Compliance Consultant margaret.carvalho@sunlife.com
One Sun Life Executive Park (781) 446-1811 [Phone]
Wellesley Hills, MA 02481 (781) 237-3327[FAX]

Filing Company Information

Sun Life Assurance Company of Canada (U.S.)	CoCode: 79065	State of Domicile: Delaware
One Sun Life Executive Park	Group Code: 549	Company Type:
State Filings, SC2175		
Wellesley Hills, MA 02481	Group Name:	State ID Number:
(800) 432-1102 ext. [Phone]	FEIN Number: 04-2461439	

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

SERFF Tracking Number: *SUNL-125717716* *State:* *Arkansas*
Filing Company: *Sun Life Assurance Company of Canada (U.S.)* *State Tracking Number:* *39618*
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TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *Living Benefit Riders Fall 2008*
Project Name/Number: *Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008*

Per Company: *No*

SERFF Tracking Number: *SUNL-125717716* *State:* *Arkansas*
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Project Name/Number: *Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada (U.S.)	\$0.00	07/14/2008	

SERFF Tracking Number: SUNL-125717716 State: Arkansas

Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39618

Company Tracking Number: LIVING BENEFIT RIDERS FALL 2008

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: Living Benefit Riders Fall 2008

Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/24/2008	07/24/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	07/15/2008	07/15/2008	Margaret Carvalho	07/17/2008	07/17/2008

Industry Response

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fee	Note To Reviewer	Margaret Carvalho	07/16/2008	07/16/2008

SERFF Tracking Number: *SUNL-125717716* *State:* *Arkansas*
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Product Name: *Living Benefit Riders Fall 2008*
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Disposition

Disposition Date: 07/24/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SUNL-125717716 State: Arkansas

Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39618

Company Tracking Number: LIVING BENEFIT RIDERS FALL 2008

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: Living Benefit Riders Fall 2008

Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Riders Statement of Variability		Yes
Supporting Document	Endorsement Statement of Variability		Yes
Supporting Document	Contract Specifications Statement of Variability		Yes
Supporting Document	Application Statement of Variability		Yes
Form	Rider		Yes
Form	Rider		Yes
Form	Rider		Yes
Form	Rider		Yes
Form	Endorsement		Yes
Form	Application		Yes
Form	Spec Pages		Yes
Form	Spec Pages		Yes
Form	Spec Pages		Yes
Form	Spec Pages		Yes

SERFF Tracking Number: SUNL-125717716 State: Arkansas
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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Living Benefit Riders Fall 2008
Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07/15/2008

Submitted Date 07/15/2008

Respond By Date

Dear Margaret Carvalho,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)
- Application (Supporting Document)
- Life & Annuity - Acturial Memo (Supporting Document)
- Rider (Form)
- Rider (Form)
- Rider (Form)
- Rider (Form)
- Endorsement (Form)
- Application (Form)
- Spec Pages (Form)
- Spec Pages (Form)
- Spec Pages (Form)
- Spec Pages (Form)
- Riders Statement of Variability (Supporting Document)
- Endorsement Statement of Variability (Supporting Document)
- Contract Specifications Statement of Variability (Supporting Document)
- Application Statement of Variability (Supporting Document)

Comment: The filing fee was not included under EFT on this submission. Please advise if a check for the filing fee will follow by regular mail on this filing? We will hold your filing in a pending status until the filing fee is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

SERFF Tracking Number: SUNL-125717716 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39618
Company Tracking Number: LIVING BENEFIT RIDERS FALL 2008
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Living Benefit Riders Fall 2008
Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

Response Letter Status Submitted to State
Response Letter Date 07/17/2008
Submitted Date 07/17/2008

Dear Linda Bird,

Comments:

Response 1

Comments: Filing Fee was mailed standard overnight. Thank you for your continued attention to this filing.

Margaret Carvalho

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)
- Application (Supporting Document)
- Life & Annuity - Acturial Memo (Supporting Document)
- Rider (Form)
- Rider (Form)
- Rider (Form)
- Rider (Form)
- Endorsement (Form)
- Application (Form)
- Spec Pages (Form)
- Spec Pages (Form)
- Spec Pages (Form)
- Spec Pages (Form)
- Riders Statement of Variability (Supporting Document)
- Endorsement Statement of Variability (Supporting Document)
- Contract Specifications Statement of Variability (Supporting Document)
- Application Statement of Variability (Supporting Document)

Comment:

The filing fee was not included under EFT on this submission. Please advise if a check for the filing fee will follow by regular mail on this filing? We will hold your filing in a pending status until the filing fee is received.

Changed Items:

SERFF Tracking Number: *SUNL-125717716* *State:* *Arkansas*
Filing Company: *Sun Life Assurance Company of Canada (U.S.)* *State Tracking Number:* *39618*
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TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *Living Benefit Riders Fall 2008*
Project Name/Number: *Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008*

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Angela Ranaghan, Christopher McAuliffe, Fran Daly, Joseph Cohen, Margaret Carvalho, Pat Squillacioti, Thomas Miele

SERFF Tracking Number: SUNL-125717716 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39618
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Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

Note To Reviewer

Created By:

Margaret Carvalho on 07/16/2008 05:10 AM

Subject:

Filing Fee

Comments:

Hi Linda,

I requested a check for this filing and it will be mailed by Friday. For some reason SERFF doesn't indicate \$ sign for Arkansas like it does for other fee states and I overlooked the General Instructions. I'm sorry for any inconvenience.

Margaret

SERFF Tracking Number: SUNL-125717716 State: Arkansas

Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39618

Company Tracking Number: LIVING BENEFIT RIDERS FALL 2008

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: Living Benefit Riders Fall 2008

Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

Form Schedule

Lead Form Number: IOD-II

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IOD-II	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	IOD-II Final 7-9-08.pdf
	IOD-E	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	IOD-E Final 7-9-08.pdf
	IOD-P	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	IOD-P Final 7-11-08.pdf
	RIE-II	Policy/Cont Rider ract/Fratern al Certificate: Amendmen	Initial		0	RIE-II Final 7-9-08.pdf

SERFF Tracking Number: SUNL-125717716 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39618
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 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Living Benefit Riders Fall 2008
 Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

	t, Insert Page, Endorseme nt or Rider			
VA-TAE-2008	Policy/Cont Endorsement ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0	VA-TAE-2008 Final 7-9- 08.pdf
Masters-08	Application/ Application Enrollment Form	Initial	0	Masters- 08.pdf
FAII-ME-IND-08	Schedule Spec Pages Pages	Initial	0	FAII-ME-IND- 08.pdf
FIIII-MA-IND-08	Schedule Spec Pages Pages	Initial	0	FIIII-MA-IND- 08.pdf
RCHII-MC-IND-08	Schedule Spec Pages Pages	Initial	0	RCHII-MC- IND-08.pdf
RFFII-MF-IND-08	Schedule Spec Pages Pages	Initial	0	RFFII-MF- IND-08.pdf

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

¹[Income ON Demand II]

Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

DEFINITIONS

Account: the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

Account Value: the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

Annual Income Amount: the amount added to the Stored Income Balance on each Rider Anniversary during the Stored Income Period.

Designated Funds: any Sub-account or Fixed Account that the Company makes available for use with this rider.

Early Withdrawal: any withdrawal taken prior to the First Withdrawal Date.

Excess Withdrawal: Any withdrawal taken after the First Withdrawal Date that exceeds the Stored Income Balance or required minimum distribution amount, if higher.

Fee Base: the amount used to calculate the rider fee.

First Withdrawal Date: the Rider Date if the Owner is at least age ²[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age ²[59].

Income Benefit Base: the amount used to calculate the Annual Income Amount.

One-time Option: an option that the Owner may only elect once to increase the Income Benefit Base by decreasing the Stored Income Balance.

Owner: except as otherwise specifically noted under the Joint-Life Coverage section below, the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

Rider Anniversary: the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

Rider ³[Quarter]: a ⁴[three-month] period with the first Rider ³[Quarter] beginning on the Rider Date.

Rider Year: each consecutive 12-month period from the Rider Date.

Stored Income Balance: the amount that may be withdrawn after the First Withdrawal Date without causing a loss to the Income Benefit Base.

Stored Income Period: the Rider Date if the Owner is at least age ⁵[50] on the Rider Date, otherwise, the date of the Rider Anniversary on or after the Owner's ⁵[50th] birthday. The Stored Income Period ends on the Annuity Commencement Date.

THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each Rider Year beginning on the First Withdrawal Date as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Income Amount. It is first added to the Stored Income Balance at the beginning of the Stored Income Period and then on each Rider Anniversary. It may be increased as described in the Step-Up Feature section below. Any portion of the Stored Income Balance not withdrawn in a Rider Year remains available for future withdrawals.

How the Income Benefit Base is Determined

If the Rider Date is before the first Account Anniversary, the Income Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is on or after the first Account Anniversary, the Income Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Income Benefit Base is:

- increased by any step-ups as described in the Step-Up Feature section below;
- increased to the extent the One-time Option is used for any amount of the Stored Income Balance to increase the Income Benefit Base;
- increased by any subsequent Purchase Payments made during the ⁶[first year] following the Rider Date;
- decreased following any Early Withdrawals; and
- decreased following any Excess Withdrawals.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Income Benefit Base is greater than zero, then the Owner may choose to receive annual payments equal to ⁷[5%] of the Income Benefit Base. Prior to determining these annual payments, the Owner may choose to increase the Income Benefit Base by any remaining Stored Income Balance as described below. These annual payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these annual payments will continue as long as either the Owner or their spouse lives.

How the Annual Income Amount is Determined

The Annual Income Amount is first determined when the Stored Income Period begins and then on each subsequent Rider Anniversary. The Annual Income Amount is equal to ⁷[5%] of the Income Benefit Base.

The Annual Income Amount will be reset to equal ⁷[5%] of the Income Benefit Base on the valuation day of any change to the Income Benefit Base as described above.

If a step-up occurs as described in the Step-Up Feature section below, then the Annual Income Amount will be set equal to ⁷[5%] of the new Income Benefit Base.

How the Stored Income Balance is Determined

At the beginning of the Stored Income Period, the Stored Income Balance is set to equal the Annual Income Amount. After the initial Stored Income Balance has been set, the Stored Income Balance is:

- increased by ⁸[5%] of any subsequent Purchase Payments made during the ⁶[first year] following the Rider Date;
- increased on each Rider Anniversary by the amount of the Annual Income Amount determined on that Anniversary;
- decreased by the amount of any withdrawals taken up to the amount of the Stored Income Balance;
- decreased by the amount used to effect the One-time Option to increase the Income Benefit Base;
- decreased to zero if an Excess Withdrawal is taken; and
- decreased in the same proportion as the amount withdrawn reduces the Account Value if an Early Withdrawal is taken.

The Owner may withdraw all or a portion of the Stored Income Balance through partial withdrawals or use all or a portion of the Stored Income Balance to effect the One-time Option to increase the Income Benefit Base.

Withdrawals from the Stored Income Balance can be taken at any time after the First Withdrawal Date without affecting the Income Benefit Base. If the Owner makes a withdrawal that does not exceed the Stored Income Balance, then at any time prior to the Annuity Commencement Date:

- the Stored Income Balance will be decreased by the amount withdrawn; and
- the withdrawal will not be subject to any Contract surrender charges.

Any unused portion of the Stored Income Balance remains available for future withdrawals.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Stored Income Balance is greater than zero, the Owner will be notified that, before they begin to receive their annual payments, they must deplete the Stored Income Balance by either one or any combination of the following:

- withdrawing the remaining Stored Income Balance; or
- applying the remaining amount of the Stored Income Balance to increase the Income Benefit Base.

One-time Option

The One-time Option allows the Owner to use all or a portion of the Stored Income Balance to increase the Income Benefit Base and the future Annual Income Amount. This option may be exercised only once and must occur prior to the Annuity Commencement Date. If the Owner elects to use any portion of the Stored Income Balance to increase the Annual Income Amount, then:

- the Stored Income Balance will be decreased by the amount used;
- the amount of the Stored Income Balance used will be added to the Income Benefit Base, and
- the Annual Income Amount will be reset on the next Rider Anniversary to ⁷[5%] of the Income Benefit Base.

Subsequent to the exercise of this One-time Option, the new Annual Income Amount will be added to the Stored Income Balance on each Rider Anniversary, unless and until there is another occurrence (as noted in this section) that changes the Annual Income Amount.

Purchase Payments

Additional Purchase Payments may NOT be made after the ⁶[first year] following the Rider Date.

Withdrawals

Withdrawals taken prior to the First Withdrawal Date will be subject to withdrawal charges if they exceed the Contract free withdrawal amount. On or after the First Withdrawal Date, withdrawals taken under this

rider will not be subject to withdrawal charges unless they exceed the greatest of the Contract free withdrawal amount, the Stored Income Balance, or any minimum distribution amount required under the Internal Revenue Code.

Withdrawals taken on or after the First Withdrawal Date that do not exceed the Stored Income Balance will not reduce the Income Benefit Base. These withdrawals will reduce the Stored Income Balance by the amount of the withdrawals.

Early Withdrawals

When a withdrawal is taken before the First Withdrawal Date, the Stored Income Balance and the Income Benefit Base will each be reduced in the same proportion as the amount withdrawn reduces the Account Value. Early Withdrawals will be subject to withdrawal charges to the extent that such withdrawals exceed the Contract free withdrawal amount.

Excess Withdrawals

Withdrawals taken on or after First Withdrawal Date that exceed the Stored Income Balance will reduce the Stored Income Balance to zero. These withdrawals will reduce the Income Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Stored Income Balance or required minimum distribution amount, if higher.

If the Account Value equals zero as a result of an Early Withdrawal or Excess Withdrawal, then the Stored Income Balance and the Income Benefit Base will be reduced to equal zero and the Contract and this rider will be cancelled.

Currently, any withdrawal in excess of the Stored Income Balance that is taken to satisfy IRS required minimum distributions will not be treated as an Excess Withdrawal, and will not reduce the Income Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Stored Income Balance as an Excess Withdrawal, which may significantly reduce the Income Benefit Base.

Rider Fee

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider ³[Quarter]. The rider fee is equal to the rider fee rate multiplied by the Fee Base on the last valuation day of each Rider ³[Quarter].

During the first Rider Year, the Fee Base is equal to the Income Benefit Base. On each Rider Anniversary, the Fee Base is reset to equal the Income Benefit Base plus the Stored Income Balance (if any) less the Annual Income Amount for that Rider Year, if this reset amount is higher than the current Fee Base.

If any subsequent Purchase Payments are made during the ⁶[first year] following the Rider Date, then the Fee Base will increased by the amount of the Purchase Payment on the date it is received.

If an Excess Withdrawal is taken, then the Fee Base on that date will be reduced in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Stored Income Balance.

If an Early Withdrawal is taken, then the Fee Base on that date will be reduced in the same proportion as the amount withdrawn reduces the Account Value.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider ³[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

Step-Up Feature

On ⁹[each Rider Anniversary] prior to the Annuity Commencement Date, the Company will compare the Income Benefit Base to the highest adjusted ¹⁰[quarterly] Account Value.

To determine the highest adjusted ¹⁰[quarterly] Account Value, we first record the Account Value at the end of each Rider Quarter during the prior Rider Year. We then adjust (increase or decrease) these values for any Purchase Payments made or withdrawals taken after the end of the applicable quarter. The highest adjusted ¹⁰[quarterly] Account Value is set to the greatest of these ¹¹[four] adjusted values.

Purchase Payments will increase the recorded ¹⁰[quarterly] values by the amount of the payment. Withdrawals that are not Early Withdrawals or Excess Withdrawals will decrease the recorded ¹⁰[quarterly] values by the amount of the withdrawal. Early Withdrawals and Excess Withdrawals will decrease the recorded ¹⁰[quarterly] values in the same manner the Income Benefit Base is decreased for such withdrawals.

Prior to the Stored Income Period, if the highest adjusted ¹⁰[quarterly] Account Value is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base to an amount equal to the highest adjusted ¹⁰[quarterly] Account Value.

During the Stored Income Period, if the highest adjusted ¹⁰[quarterly] Account Value minus the Stored Income Balance is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base to an amount equal to the difference between the highest adjusted ¹⁰[quarterly] Account Value and the Stored Income Balance.

After the step-up, the Annual Income Amount will be set equal to ⁷[5%] of the new Income Benefit Base.

The Company retains the right to increase the rider fee rate at the time of step-up. Any step-up will automatically occur unless a rider fee rate increase is applicable. If a rider fee rate increase is applicable, then the Company will send advance notice to the Owner. The Owner's prior written consent to accept the higher rider fee rate increase must be received by the Company before a step-up will occur.

A step-up will not be allowed if the Account Value is higher than ¹²[\$5,000,000]. For purposes of determining the ¹²[\$5,000,000] limit, the Company reserves the right to aggregate Account Value with the account values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

Designated Funds

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced at the end of each Rider ³[Quarter] to the then current allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds then available at the time of step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

Joint-Life Coverage

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Income Amount for as long as the Owner is alive. Joint-life coverage provides an Annual Income Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the sole primary Beneficiary under the Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

Death of Owner

If single-life coverage was selected, at the death of any Owner, then this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse has the additional option of electing a new rider on the original Contract assuming that the rider is available at the time of election. If the surviving spouse makes such election then:

- the new Account Value will be the greater of the Stored Income Balance on the original Contract or the Death Benefit;
- the rider fee rate will be the then current rider fee rate on that date;
- the new Income Benefit Base will be equal to the Account Value after any Death Benefit is credited;
- the Stored Income Balance will be set to zero; and
- upon death of the surviving spouse, this rider ends.

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case:

- the new Account Value will be the Death Benefit;
- the rider fee rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- the Stored Income Balance will remain unchanged;
- the Income Benefit Base will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above;
- all benefits continue to be based on the age of the younger spouse; and
- upon death of the surviving spouse, this rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Code.

What Happens on the Annuity Commencement Date

If the Account Value is greater than zero on the Annuity Commencement Date, then the Owner may elect to:

1. surrender the Contract and receive the greater of the Cash Surrender Value or the Stored Income Balance;
2. annuitize the Account Value under one of the then currently available Annuity Options; or
3. receive any remaining Stored Income Balance in a single sum and annuitize the remaining Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date) with an annualized annuity payment of not less than ⁷[5%] multiplied by the Income Benefit Base that would have been payable immediately prior to the Annuity Commencement Date.

If no election is made, then the Company will default to the third option described above.

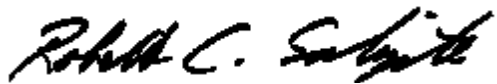
All other Contract benefits, including death benefits, terminate on the Annuity Commencement Date.

Cancellation of this Rider

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner's request to cancel this rider;
- the date any Purchase Payment is allocated to other than a Designated Fund;
- the date any portion of Account Value maintained in a Designated Fund is transferred to other than a Designated Fund;
- a change of ownership of the Contract;
- the date the Stored Income Balance and Income Benefit Base are both reduced to zero as a result of an Early Withdrawal or Excess Withdrawal;
- the Annuity Commencement Date under the Contract; or
- termination of the Contract.

13.



Robert C. Salipante
President]

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

¹[Income ON Demand II Escalator]

Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

DEFINITIONS

Account: the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

Account Value: the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

Annual Income Amount: the amount added to the Stored Income Balance on each Rider Anniversary during the Stored Income Period.

Designated Funds: any Sub-account or Fixed Account that the Company makes available for use with this rider.

Early Withdrawal: any withdrawal taken before the First Withdrawal Date.

Excess Withdrawal: any withdrawal taken after the First Withdrawal Date that exceeds the Stored Income Balance (or your required minimum distribution amount, if higher).

Fee Base: the amount used to calculate the rider fee.

First Withdrawal Date: the Rider Date if the Owner is at least age ²[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age ²[59].

Income Benefit Base: the amount used to calculate the Annual Income Amount.

Lifetime Income Percentage: a percentage used to determine the Annual Income Amount that is based on the Owner's attained age.

One-time Option: an option that the Owner may only elect once to increase the Income Benefit Base by decreasing the Stored Income Balance.

Owner: except as otherwise specifically noted under the Joint-Life Coverage section below the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

Rider Anniversary: the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

Rider ³[Quarter]: a ⁴[three-month] period with the first Rider ³[Quarter] beginning on the Ride Date.

Rider Year: each consecutive 12-month period from the Rider Date.

Stored Income Balance: the amount that the may be withdrawn after the First Withdrawal Date without causing a loss to the Income Benefit Base.

Stored Income Period: the period beginning on the Rider Date if the Owner is at least age ⁵[50], otherwise, the date of the Rider Anniversary on or after the Owner's ⁵[50th] birthday, ending on the Annuity Commencement Date. The Stored Income Period ends on the Annuity Commencement Date.

THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each Rider Year beginning on the First Withdrawal Date as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Income Amount. It is first added to the Stored Income Balance at the beginning of the Stored Income Period and then on each Rider Anniversary. It may be increased as described in the Step-Up Feature section below. Any portion of the Stored Income Balance not withdrawn in a Rider Year remains available for future withdrawals.

How the Income Benefit Base is Determined

If the Rider Date is before the first Account Anniversary, the Income Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is on or after the first Account Anniversary, the Income Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Income Benefit Base is:

- increased by any step-ups as described in the Step-Up Feature section below;
- increased to the extent the One-time Option is used for any amount of the Stored Income Balance to increase your Income Benefit Base;
- increased by any subsequent Purchase Payments made during the ⁶[first year] following the Rider Date;
- decreased following any Early Withdrawals; and
- decreased following any Excess Withdrawals.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Income Benefit Base is greater than zero, then the Owner may choose to receive annual payments equal to the Lifetime Income Percentage multiplied by the Income Benefit Base. Prior to determining these annual payments, the Owner may choose to increase the Income Benefit Base by any remaining Stored Income Balance as described below. These annual payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these annual payments will continue as long as either the Owner or their spouse lives.

How the Annual Income Amount is Determined

The Annual Income Amount is first determined when the Stored Income Period begins and then on each subsequent Rider Anniversary. The Annual Income Amount equals the Lifetime Income Percentage multiplied by the Income Benefit Base. The Lifetime Income Percentage is determined based on the Owner's attained age on the date the Stored Income Period begins in accordance with the following table:

Owner's Age	Lifetime Income Percentage
⁷ [50 - 69]	[5%
70 – 79	6%
80 and older]	7%]

The Annual Income Amount will be reset to equal the Lifetime Income Percentage multiplied by the Income Benefit Base on the valuation day of any change to the Income Benefit Base as described above.

If a step-up occurs as described in the Step-Up Feature section below, then the Lifetime Income Percentage will be that percentage which coincides with the attained age of the Owner at the time of step-up.

How the Stored Income Balance is Determined

At the beginning of the Stored Income Period, the Stored Income Balance equals the Annual Income Amount. After the initial Stored Income Balance has been set, the Stored Income Balance is:

- increased by any subsequent Purchase Payments made during the first year following the Rider Date multiplied by the Lifetime Income Percentage;
- increased on each Rider Anniversary by the Annual Income Amount determined on that Anniversary;
- decreased by the amount of any withdrawals taken on or after the First Withdrawal Date, up to the amount of the Stored Income Balance;
- decreased by the amount used to effect the One-time Option to increase the Income Benefit Base;
- decreased to zero if an Excess Withdrawal is taken; and
- decreased in the same proportion as the amount withdrawn reduces the Account Value if an Early Withdrawal is taken.

The Owner may withdraw all or a portion of the Stored Income Balance through partial withdrawals or use all or a portion of the Stored Income Balance to effect the One-time Option to increase the Income Benefit Base.

Withdrawals from the Stored Income Balance can be taken at any time after the First Withdrawal Date without affecting the Income Benefit Base. If the Owner makes a withdrawal after the First Withdrawal Date that does not exceed the Stored Income Balance, then at any time prior to the Annuity Commencement Date:

- the Stored Income Balance will be decreased by the amount withdrawn; and
- the withdrawal will not be subject to any Contract surrender charges.

Any unused portion of the Stored Income Balance remains available for future withdrawals.

One-time Option

The One-time Option allows the Owner to use all or a portion of the Stored Income Balance to increase the Income Benefit Base. This option may be exercised only once and must occur prior to the Annuity Commencement Date. If the Owner elects to use any Stored Income Balance to increase the Income Benefit Base, then:

- the Stored Income Balance will be decreased by the amount used;
- the Income Benefit Base will be increased by the amount of the Stored Income Balance used, and
- the Annual Income Amount will be reset on the next Rider Anniversary to the Lifetime Income Percentage multiplied by the new Income Benefit Base.

Purchase Payments

Additional Purchase Payments may NOT be made after the ⁶[first year] following the Rider Date.

Withdrawals

Withdrawals taken prior to the First Withdrawal Date will be subject to withdrawal charges if they exceed the Contract free withdrawal amount. On or after the First Withdrawal Date, withdrawals taken under this rider will not be subject to withdrawal charges unless they exceed the greatest of the Contract free

withdrawal amount, the Stored Income Balance, or any minimum distribution amount required under the Internal Revenue Code.

Withdrawals taken on or after the First Withdrawal Date that do not exceed the Stored Income Balance will not reduce the Income Benefit Base. These withdrawals will reduce the Stored Income Balance by the amount of the withdrawals.

Early Withdrawals

When a withdrawal is taken before the First Withdrawal Date, the Stored Income Balance and the Income Benefit Base will each be reduced in the same proportion as the amount withdrawn reduces the Account Value. Early Withdrawals will be subject to withdrawal charges to the extent that such withdrawals exceed the Contract free withdrawal amount.

Excess Withdrawals

Withdrawals taken on or after First Withdrawal Date that exceed the Stored Income Balance will reduce the Stored Income Balance to zero. These withdrawals will reduce the Income Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Stored Income Balance or required minimum distribution amount, if higher.

If the Account Value equals zero as a result of an Early Withdrawal or Excess Withdrawal, then the Stored Income Balance and the Income Benefit Base will be reduced to equal zero and the Contract and this rider will be cancelled.

Currently, any withdrawal in excess of the Stored Income Balance that is taken to satisfy IRS required minimum distributions will not be treated as an Excess Withdrawal, and will not reduce the Income Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Stored Income Balance as an Excess Withdrawal, which may significantly reduce the Income Benefit Base.

Rider Fee

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider ³[Quarter]. The rider fee is equal to the rider fee rate multiplied by the Fee Base on the last valuation day of each Rider ³[Quarter].

During the first Rider Year, the Fee Base is equal to the Income Benefit Base. On each Rider Anniversary, the Fee Base is reset to equal the Income Benefit Base plus the Stored Income Balance (if any) less the Annual Income Amount for that Rider Year, if this reset amount is higher than the current Fee Base.

If any subsequent Purchase Payments are made during the ⁶[first year] following the Rider Date, then the Fee Base will increase by the amount of the Purchase Payment on the date it is received.

If an Excess Withdrawal is taken, then the Fee Base on that date will be reduced in the same proportion as the Account Value is reduced by the amount of the Excess Withdrawal that exceeds the Stored Income Balance.

If an Early Withdrawal is taken, then the Fee Base on that date will be reduced in the same proportion as the amount withdrawn reduces the Account Value.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider ³[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

Step-Up Feature

On ⁸[each Rider Anniversary] prior to the Annuity Commencement Date, the Company will compare the Income Benefit Base to the highest adjusted ⁹[quarterly] Account Value.

To determine the highest adjusted ⁹[quarterly] Account Value, we first record the Account Value at the end of each Rider Quarter during the prior Rider Year. We then adjust (increase or decrease) these values for any Purchase Payments made or withdrawals taken after the end of the applicable quarter. The highest adjusted ⁹[quarterly] Account Value is set to the greatest of these ¹⁰[four] adjusted values.

Purchase Payments will increase the recorded ⁹[quarterly] values by the amount of the payment. Withdrawals that are not Early Withdrawals or Excess Withdrawals will decrease the recorded ⁹[quarterly] values by the amount of the withdrawal. Early Withdrawals and Excess Withdrawals will decrease the recorded ⁹[quarterly] values in the same manner the Income Benefit Base is decreased for such withdrawals.

Prior to the Stored Income Period, if the highest adjusted ⁹[quarterly] Account Value is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base to an amount equal to the highest adjusted ⁹[quarterly] Account Value.

During the Stored Income Period, if the highest adjusted ⁹[quarterly] Account Value minus the Stored Income Balance is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base to an amount equal to the difference between the highest adjusted ⁹[quarterly] Account Value and the Stored Income Balance.

After the step-up, the Annual Income Amount will be set equal to the Lifetime Income Percentage multiplied by the new Income Benefit Base. The Lifetime Income Percentage will be that percentage which coincides with the attained age of the Owner at the time of step-up in accordance with the table shown in the section titled How the Annual Income Amount is Determined.

The Company retains the right to increase the rider fee rate at the time of step-up. Any step-up will automatically occur unless a rider fee rate increase is applicable. If a rider fee rate increase is applicable, then the Company will send advance notice to the Owner. The Owner's prior written consent to accept the higher rider fee rate increase must be received by the Company before a step-up will occur.

A step-up will not be allowed if the Account Value is higher than ¹¹[\$5,000,000]. For purposes of determining the ¹¹[\$5,000,000] limit, the Company reserves the right to aggregate Account Value with the account values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

Designated Funds

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced at the end of each Account Quarter to the then current allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds then available at the time of

step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

Joint-Life Coverage

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Income Amount for as long as the Owner is alive. Joint-life coverage provides an Annual Income Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the sole primary Beneficiary under the Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

Death of Owner

If single-life coverage was selected, at the death of any Owner, then this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse has the additional option of electing a new rider on the original Contract assuming that the rider is available at the time of election. If the surviving spouse makes such election then:

- the new Account Value will be the greater of the Stored Income Balance on the original Contract or the Death Benefit;
- the rider fee rate will be the then current rider fee rate on that date;
- the new Income Benefit Base will be equal to the Account Value after any Death Benefit is credited;
- the Stored Income Balance will be set to zero; and
- upon death of the surviving spouse, this rider ends.

If joint-life coverage was selected and one of the Owners dies, this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). Then:

- the new Account Value will be the Death Benefit;
- the rider fee rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- the Stored Income Balance will remain unchanged;
- the Income Benefit Base will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above; and
- all benefits continue to be based on the age of the younger spouse; and
- upon death of the surviving spouse, this rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Code.

What Happens on the Annuity Commencement Date

If the Account Value is greater than zero on the Annuity Commencement Date, the Owner may elect to:

1. surrender the Contract and receive the greater of the Cash Surrender Value or the Stored Income Balance; or
2. annuitize the Account Value under one of the then currently available Annuity Options; or
3. receive any remaining Stored Income Balance in a single sum and annuitize the remaining Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date) with an annualized annuity payment of not less than the Lifetime Income Percentage multiplied by the Income Benefit Base that would have been payable immediately prior to the Annuity Commencement Date.

If no election is made, then the Company will default to the third option described above.

If the Account Value is equal to zero and the Income Benefit Base is greater than zero on or before the maximum Annuity Commencement Date, then the Owner will receive the full Annual Income Amount until the Owner's death.

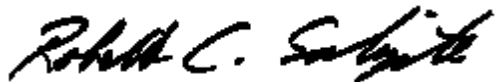
All other Contract benefits, including death benefits, terminate on the Annuity Commencement Date.

Cancellation of this Rider

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner's request to cancel this rider;
- the date any Purchase Payment is allocated to other than a Designated Fund;
- the date any portion of Account Value maintained in a Designated Fund is transferred to other than a Designated Fund;
- a change of ownership of the Contract;
- the date the Income Benefit Base equals zero as a result of an Early Withdrawal or Excess Withdrawal;
- the Annuity Commencement Date under the Contract; or
- termination of the Contract.

12.



Robert C. Salipante
President]

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

¹[Income ON Demand II Plus]

Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

DEFINITIONS

Account: the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

Account Value: the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

Annual Income Amount: an amount equal to ²[5%] of the Income Benefit Base on each Rider Anniversary.

Bonus Base: the amount used to calculate any bonus amounts during the Bonus Period.

Bonus Period: a ³[ten] year period beginning on the Rider Date.

Designated Funds: any Sub-account or Fixed Account that the Company makes available for use with this rider.

Early Withdrawal: any withdrawal taken prior to the First Withdrawal Date.

Excess Withdrawal: during the Bonus Period, it is any withdrawal taken after the First Withdrawal Date that when added to all prior withdrawals in that Rider Year exceeds the Annual Income Amount or the required minimum distribution amount, if higher. During the Stored Income Period, it is any withdrawal taken after the First Withdrawal Date that exceeds the Stored Income Balance or the required minimum distribution amount, if higher.

Fee Base: the amount used to calculate the rider fee.

First Withdrawal Date: the Rider Date if the Owner is at least age ⁴[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age ⁴[59].

Income Benefit Base: the amount used to calculate the Annual Income Amount.

One-time Option: an option that the Owner may only elect once to increase the Income Benefit Base by decreasing the Stored Income Balance.

Owner: except as otherwise specifically noted under the Joint-Life Coverage section below the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

Rider Anniversary: the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

Rider ⁵[Quarter]: a ⁶[three-month] period with the first Rider ⁵[Quarter] beginning on the Rider Date.

Rider Year: each consecutive 12-month period from the Rider Date.

Stored Income Balance: the amount that may be withdrawn during the Stored Income Period and after the First Withdrawal Date without causing a loss to the Income Benefit Base.

Stored Income Period: a period beginning on the latest of the first Rider Anniversary, the end of the Bonus Period, or the date of the Rider Anniversary on or after the Owner's ⁷[50th] birthday, and ending on the Annuity Commencement Date.

THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each year beginning on the First Withdrawal Date as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Income Amount. The Annual Income Amount may increase during the Bonus Period as described below. Additionally, the Annual Income Amount increases the Stored Income Balance on each Rider Anniversary during the Stored Income Period as described below in the section titled How the Stored Income Balance is Determined.

How the Income Benefit Base is Determined

If the Rider Date is before the first Account Anniversary, the Income Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is on or after the first Account Anniversary, the Income Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Income Benefit Base is:

- increased by any bonus amount during the Bonus Period;
- increased by any step-ups as described in the Step-Up Feature section below;
- increased to the extent the One-time Option is used for any amount of the Stored Income Balance to increase the Income Benefit Base;
- increased by any subsequent Purchase Payments made during the first year following the Rider Date;
- decreased following any Early Withdrawals; and
- decreased following any Excess Withdrawals.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Income Benefit Base is greater than zero, the Owner will receive annual payments equal to ⁸[5%] of Income Benefit Base. Prior to determining these annual payments, the Owner may choose to increase the Income Benefit Base by any remaining Stored Income Balance during the Stored Income Period as described below. These annual payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these payments will continue as long as either the Owner or their spouse lives.

How the Annual Income Amount is Determined

The Annual Income Amount is first determined when the on the Rider Date and then on each subsequent Rider Anniversary. The Annual Income Amount is equal to ⁸[5%] of the Income Benefit Base.

The Annual Income Amount will be reset to equal ⁸[5%] of the Income Benefit Base on the valuation day of any change to the Income Benefit Base as described above.

If a step-up occurs as described in the Step-Up Feature section below, then the Annual Income Amount will be set equal to ⁸[5%] of the new Income Benefit Base.

How the Stored Income Balance is Determined

On the beginning of the Stored Income Period, the Stored Income Balance is set to equal the Annual Income Amount. After the initial Stored Income Balance has been set, the Stored Income Balance is:

- increased on each Rider Anniversary by the amount of the Annual Income Amount determined on that Anniversary;
- decreased by the amount of any withdrawals taken up to the amount of the Stored Income Balance;
- decreased by the amount used in exercising the One-time Option to increase the Income Benefit Base;
- decreased to zero if an Excess Withdrawal is taken; and
- decreased in the same proportion as the amount withdrawn reduces the Account Value if an Early Withdrawal is taken.

The Owner may withdraw all or a portion of the Stored Income Balance through partial withdrawals or use all or a portion of the Stored Income Balance to effect the One-time Option to increase the Income Benefit Base.

Withdrawals from the Stored Income Balance can be taken at any time after the First Withdrawal Date without affecting the Income Benefit Base. If the Owner makes a withdrawal that does not exceed the Stored Income Balance, then at any time prior to the Annuity Commencement Date:

- the Stored Income Balance will be decreased by the amount withdrawn; and
- the withdrawal will not be subject to any Contract surrender charges.

Any unused portion of the Stored Income Balance remains available for future withdrawals.

If the Account Value is equal to zero during the Stored Income Period for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Stored Income Balance is greater than zero, the Owner will receive annual payments equal to ⁸[5%] of Income Benefit Base. Before the Owner begins to receive their annual payments, they will be notified that they must deplete the Stored Income Balance by either or any combination of the following:

- withdrawing the remaining Stored Income Balance; or
- applying the remaining amount of the Stored Income Balance to increase the Income Benefit Base.

One-time Option

The One-time Option allows the Owner to use all or a portion of the Stored Income Balance to increase the Income Benefit Base and the future Annual Income Amount. This option may be exercised only once and must occur prior to the Annuity Commencement Date. If the Owner elects to use any portion of the Stored Income Balance to increase the Annual Income Amount, then:

- the Stored Income Balance will be decreased by the amount used;
- the amount of the Stored Income Balance used will be added to the Income Benefit Base, and
- the Annual Income Amount will be reset on the next Rider Anniversary to ⁸[5%] of the Income Benefit Base.

Subsequent to the exercise of this One-time Option, the new Annual Income Amount will be added to the Stored Income Balance on each Rider Anniversary, unless and until there is another occurrence (as noted in this section) that changes the Annual Income Amount.

Purchase Payments

Additional Purchase Payments may NOT be made after the ⁹[first year] following the Rider Date.

Withdrawals

Withdrawals taken prior to the First Withdrawal Date will be subject to withdrawal charges if they exceed the Contract free withdrawal amount. On or after the First Withdrawal Date, withdrawals taken under this rider will not be subject to withdrawal charges unless they exceed the greatest of the Contract free withdrawal amount, the Stored Income Balance, or any minimum distribution amount required under the Internal Revenue Code.

During the Bonus Period, withdrawals taken on or after the First Withdrawal Date that do not exceed the Annual Income Amount will not reduce the Income Benefit Base or Bonus Base. During the Stored Income Period, withdrawals taken on or after the First Withdrawal Date that do not exceed the Stored Income Balance will not reduce the Income Benefit Base. These withdrawals will reduce the Stored Income Balance by the amount of the withdrawals.

Early Withdrawals

When an Early Withdrawal is taken during the Bonus Period, the Income Benefit Base and Bonus Base will each be reduced in the same proportion as the amount withdrawn reduces the Account Value. When an Early Withdrawal is taken during the Stored Income Period, the Stored Income Balance and the Income Benefit Base will each be reduced in the same proportion as the amount withdrawn reduces the Account Value.

Excess Withdrawals

During the Bonus Period, any Excess Withdrawals taken will reduce the Income Benefit Base and Bonus Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Income Amount or required minimum distribution amount, if higher.

During the Stored Income Period, any Excess Withdrawals taken will reduce the Stored Income Balance to zero. These withdrawals will reduce the Income Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Stored Income Balance or required minimum distribution amount, if higher.

If the Account Value is equal to zero as a result of an Early Withdrawal or Excess Withdrawal, then the Stored Income Balance, if any, the Income Benefit Base and the Bonus Base will each be reduced to zero and the Contract and this rider will be cancelled.

Currently, any withdrawal in excess of the Annual Income Amount or Stored Income Balance that is taken to satisfy IRS required minimum distributions will not be treated as an Excess Withdrawal, and will not reduce the Income Benefit Base and Bonus Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Annual Income Amount or Stored Income Balance as an Excess Withdrawal, which may significantly reduce the Income Benefit Base and Bonus Base.

Bonus Feature

The Bonus Base is equal to the Income Benefit Base on the Rider Date and is increased for additional Purchase Payments and step-up amounts, and decreased for Early Withdrawals and Excess Withdrawals. If a withdrawal is not taken in any Rider Year during the Bonus Period, then a bonus amount equal to ¹⁰[7%] of the Bonus Base will be added to the Income Benefit Base at the ¹¹[end of that Rider Year]. However, if this amount is less than the step-up amount the Owner would receive as described in the Step-Up Feature section below, then the Income Benefit Base will instead be increased by the step-up amount.

The Owner may choose to end the then current Bonus Period at any time as long as the Owner has attained age ⁷[50]. The Stored Income Period will then begin on the Rider Anniversary following such election.

When a step-up occurs during the Bonus Period, the current Bonus Period ends and a new Bonus Period starts on the date of such step-up.

If a withdrawal is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Income Benefit Base during that Rider Year.

Rider Fee

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider ⁵[Quarter]. The rider fee is equal to the rider fee rate multiplied by the Fee Base on the last valuation day of each Rider ⁵[Quarter].

During the first Rider Year, the Fee Base is equal to the Income Benefit Base. On each Rider Anniversary before the Stored Income Period, the Fee Base is reset to equal the Income Benefit Base if the Income Benefit Base is higher than the current Fee Base. On each Rider Anniversary during the Stored Income Period, the Fee Base is reset to equal the Income Benefit Base plus the Stored Income Balance (if any) less the Annual Income Amount for that Rider Year, if this reset amount is higher than the current Fee Base.

If any subsequent Purchase Payments are made during the ⁹[first year] following the Rider Date, then the Fee Base will increase by the amount of the Purchase Payment on the date it is received.

If an Excess Withdrawal is taken during the Bonus Period, then the Fee Base on that date will be reduced in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Income Amount.

If an Excess Withdrawal is taken during the Stored Income Period, then the Fee Base on that date will be reduced in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Stored Income Balance.

If an Early Withdrawal is taken, then the Fee Base on that date will be reduced in the same proportion as the amount withdrawn reduces the Account Value.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider ⁵[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

Step-Up Feature

On ¹²[each Rider Anniversary] prior to the Annuity Commencement Date, the Company will compare the Income Benefit Base to the highest adjusted ¹³[quarterly] Account Value.

To determine the highest adjusted ¹³[quarterly] Account Value, we first record the Account Value at the end of each Rider Quarter during the prior Rider Year. We then adjust (increase or decrease) these values for any Purchase Payments made or withdrawals taken after the end of the applicable quarter. The highest adjusted ¹³[quarterly] Account Value is set to the greatest of these ¹⁴[four] adjusted values.

Purchase Payments will increase the recorded ¹³[quarterly] values by the amount of the payment. Withdrawals that are not Early Withdrawals or Excess Withdrawals will decrease the recorded ¹³[quarterly] values by the amount of the withdrawal. Early Withdrawals and Excess Withdrawals will

decrease the recorded ¹³[quarterly] values in the same manner the Income Benefit Base is decreased for such withdrawals.

During the Bonus Period, if the highest adjusted ¹³[quarterly] Account Value is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base and the Bonus Base to an amount equal to highest adjusted ¹³[quarterly] Account Value. In a Rider Year during the Bonus Period that a withdrawal is not taken, if the amount of step-up is less than ¹⁵[7%] of the Bonus Base, a step-up will not apply. Instead the Income Benefit Base will be increased as described in the Bonus Feature section.

Prior to the Stored Income Period, if the highest adjusted ¹³[quarterly] Account Value is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base to an amount equal to the highest adjusted ¹³[quarterly] Account Value.

During the Stored Income Period, if the highest adjusted ¹³[quarterly] Account Value minus the Stored Income Balance is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base to an amount equal to the difference between the highest adjusted ¹³[quarterly] Account Value and the Stored Income Balance.

After a step-up, the Annual Income Amount will be set equal to ²[5%] of the new Income Benefit Base.

When a step-up occurs during the Bonus Period, the current Bonus Period ends and a new Bonus Period starts on the date of such step-up.

The Company retains the right to increase the rider fee rate at the time of step-up. Any step-up will automatically occur unless a rider fee rate increase is applicable. If a rider fee rate increase is applicable, then the Company will send advance notice to the Owner. The Owner's prior written consent to accept the higher rider fee rate increase must be received by the Company before a step-up will occur. If the Owner chooses not to step-up, then the Bonus Period will not be extended.

A step-up will not be allowed if the Account Value is higher than ¹⁶[\$5,000,000]. For purposes of determining the ¹⁶[\$5,000,000] limit, the Company reserves the right to aggregate Account Value with the account values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

Designated Funds

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced at the end of each Rider ⁵[Quarter] to the then current allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds available at the time of step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

Joint-Life Coverage

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Income Amount for as long as the Owner is alive. Joint-life coverage provides an Annual Income Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date.) cease to be the sole primary Beneficiary under the Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

Death of Owner

If single-life coverage was selected, at the death of any Owner, then this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse has the additional option of electing a new rider on the original Contract assuming that the rider is available at the time of election. If the surviving spouse makes such election then:

- the new Account Value will be the greater of the Stored Income Balance on the original Contract or the Death Benefit;
- the rider fee rate will be the then current rider fee rate on that date;
- the new Income Benefit Base and Bonus Base will be equal to the Account Value after any Death Benefit is credited;
- a new Bonus Period begins;
- the Stored Income Balance will be set to zero; and
- upon death of the surviving spouse, this rider ends.

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case:

- the new Account Value will be the Death Benefit;
- the rider fee immediately prior to the Owner's death will continue to the surviving spouse;
- the Income Benefit Base and Bonus Base, if any, will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above;
- all benefits continue to be based on the age of younger spouse; and
- upon death of the surviving spouse, this rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Code.

What Happens on the Annuity Commencement Date

If the Account Value is greater than zero on the Annuity Commencement Date, then the Owner may elect to:

1. surrender the Contract and receive greater of the Cash Surrender Value or the Stored Income Balance;
2. annuitize the Account Value under one of the then currently available Annuity Options;
3. receive any remaining Stored Income Balance in a single sum and annuitize the remaining Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date) with an annualized annuity payment of not less than ²[5%] multiplied by the Income Benefit Base that would have been payable immediately prior to the Annuity Commencement Date.


If no election is made, then the Company will default to the third option described above.

All other Contract benefits, including death benefits, terminate on the Annuity Commencement Date.

Cancellation of this Rider

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner's request to cancel this rider;
- the date any Purchase Payment is allocated to other than a Designated Fund;
- the date any portion of Account Value maintained in a Designated Fund is transferred to other than a Designated Fund;
- a change of ownership of the Contract;
- the date the Stored Income Balance, if any, and the Income Benefit Base are reduced to zero as a result of an Early Withdrawal or Excess Withdrawal;
- the Annuity Commencement Date under the Contract; or
- termination of the Contract.

17. 
Robert C. Salipante
President]

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

¹[Retirement Income Escalator II]

Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

DEFINITIONS

Account: the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

Account Value: the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

Annual Withdrawal Amount: an annual dollar amount calculated as a percentage of the Withdrawal Benefit Base beginning on the Coverage Date.

Bonus Base: the amount used to calculate any bonus amounts during the Bonus Period.

Bonus Period: a ²[ten] year period beginning on the Rider Date.

Coverage Date: the Rider Date if the Owner is at least age ³[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age ³[59].

Designated Funds: any Sub-account or Fixed Account that the Company makes available for use with this rider.

Early Withdrawal: any withdrawal taken prior to the Coverage Date.

Excess Withdrawal: any withdrawal taken after the Coverage Date that exceeds the Annual Withdrawal Amount or the required minimum distribution amount, if higher.

Lifetime Withdrawal Percentage: a percentage that is initially determined based on the Owner's attained age at the time of the first withdrawal on or after the Coverage Date.

Owner: except as otherwise specifically noted under the Joint-Life Coverage section below, the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

Rider Anniversary: the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

Rider ⁴[Quarter]: a ⁵[three-month] period with the first Rider ⁴[Quarter] beginning on the Rider Date.

Rider Year: each consecutive 12-month period from the Rider Date.

Withdrawal Benefit Base: the amount used to calculate the Annual Withdrawal Amount and the rider fee.

THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each year as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Withdrawal Amount and is described below.

How the Annual Withdrawal Amount is Determined

The Annual Withdrawal Amount is first determined when the first withdrawal is taken after the Coverage Date and then on each subsequent Rider Anniversary. The Annual Withdrawal Amount equals the Lifetime Withdrawal Percentage multiplied by the Withdrawal Benefit Base. The Lifetime Withdrawal Percentage is determined based on the Owner's attained age in accordance with the following table:

Owner's Age	Lifetime Withdrawal Percentage
⁶ [59 - 69]	[5%
70 – 79	6%
80 and older]	7%]

If a step-up occurs as described in the Step-Up Feature section below, then the Lifetime Withdrawal Percentage will be that percentage which coincides with the attained age of the Owner at the time of step-up.

The Annual Withdrawal Amounts are not cumulative. If less than the Annual Withdrawal Amount is withdrawn in any one Rider Year, then the unused portion of the Annual Withdrawal Amount may not be added to withdrawals made in future Rider Years.

How the Withdrawal Benefit Base is Determined

If the Rider Date is before the first Account Anniversary, the Withdrawal Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is on or after the first Account Anniversary, the Withdrawal Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Withdrawal Benefit Base is:

- increased by any step-ups as described in the Step-Up Feature section below;
- increased by any subsequent Purchase Payments made during the ⁷[first year] following the Rider Date;
- increased by the amount of any bonus;
- decreased following any Early Withdrawals; and
- decreased following any Excess Withdrawals.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Withdrawal Benefit Base is greater than zero, then the Withdrawal Benefit Base will not be reduced. The Contract will then terminate and the Owner will receive annual payments equal to the Lifetime Withdrawal Percentage multiplied by the amount of the Withdrawal Benefit Base.

These payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these payments will continue as long as either the Owner or their spouse lives.

Purchase Payments

Additional Purchase Payments may NOT be made after the ⁷[first year] following the Rider Date.

Withdrawals

All withdrawals will reduce the Account Value and are subject to withdrawal charges if they are in excess of the greatest of the Annual Withdrawal Amount, the Contract free withdrawal amount or any minimum distribution amount required under the Internal Revenue Code.

Early Withdrawals

Early Withdrawals will reduce the Bonus Base, the Withdrawal Benefit Base, and the Account Value. When an Early Withdrawal is taken, the Bonus Base and the Withdrawal Benefit Base will each be reduced in the same proportion as the amount withdrawn reduces the Account Value. The new Bonus Base and the new Withdrawal Base will be set on the valuation day of the withdrawal.

Excess Withdrawals

Excess Withdrawals will reduce the Bonus Base and the Withdrawal Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Withdrawal Amount or the required minimum distribution amount, if higher. At the time of Excess Withdrawal, the Annual Withdrawal Amount is set to zero for the remainder of that Rider Year.

If the Account Value is equal to zero due to an Early Withdrawal or Excess Withdrawals, the Contract and this rider will be cancelled.

Withdrawals that do not exceed the Annual Withdrawal Amount in a Rider Year will not reduce the Bonus Base or Withdrawal Benefit Base.

Currently, any withdrawal in excess of the Annual Withdrawal Amount that is taken to satisfy IRS required minimum distributions will not be treated as an Excess Withdrawal, and will not reduce the Withdrawal Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Annual Withdrawal Amount as an Excess Withdrawal, which may significantly reduce the Withdrawal Benefit Base.

Rider Fee

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider ⁴[Quarter]. The rider fee is equal to the rider fee rate multiplied by the Withdrawal Benefit Base on the last valuation day of each Rider ⁴[Quarter].

If any subsequent Purchase Payments are made during the ⁷[first year] following the Rider Date, then the Withdrawal Benefit Base will increase by the amount of the Purchase Payment on the date it is received. The Withdrawal Benefit Base will be increased by any applicable Bonus Amounts as described in the Bonus Feature section below.

If an Excess Withdrawal is taken, then the Withdrawal Benefit Base on that date will be reduced in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Withdrawal Amount.

If an Early Withdrawal is taken, then the Withdrawal Benefit Base on that date will be reduced in the same proportion as the amount withdrawn reduces the Account Value.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider ⁴[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

Bonus Feature

The Bonus Base is equal to the Withdrawal Benefit Base on the Rider Date and is increased for additional Purchase Payments and step-up amounts, and decreased for Early Withdrawals and Excess Withdrawals. If a withdrawal is not taken in any Rider Year during the Bonus Period, then a bonus amount equal to ⁸[7%] of the Bonus Base will be added to the Withdrawal Benefit Base at the ⁹[end of that Rider Year]. However, if this amount is less than the step-up amount the Owner would receive as described in the Step-Up Feature section below, then the Withdrawal Benefit Base will instead be increased by the step-up amount.

When a step-up occurs, the current Bonus Period ends and a new Bonus Period starts on the date of such step-up.

If a withdrawal is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Withdrawal Benefit Base during that year.

Step-Up Feature

On ¹⁰[each Rider Anniversary] prior to the Annuity Commencement Date, the Company will compare the Withdrawal Benefit Base to the highest adjusted ¹¹[quarterly] Account Value.

To determine the highest adjusted ¹¹[quarterly] Account Value, we first record the Account Value at the end of each Rider Quarter during the prior Rider Year. We then adjust (increase or decrease) these values for any Purchase Payments made or withdrawals taken after the end of the applicable quarter. The highest adjusted ¹¹[quarterly] Account Value is set to the greatest of these ¹²[four] adjusted values.

Purchase Payments will increase the recorded ¹¹[quarterly] values by the amount of the payment. Withdrawals that are not Early Withdrawals or Excess Withdrawals will decrease the recorded ¹¹[quarterly] values by the amount of the withdrawal. Early Withdrawals and Excess Withdrawals will decrease the recorded ¹¹[quarterly] values in the same manner the Withdrawal Benefit Base is decreased for such withdrawals.

During the Bonus Period, if the highest adjusted ¹¹[quarterly] Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base and the Bonus Base to an amount equal to highest adjusted ¹¹[quarterly] Account Value. In a Rider Year during the Bonus Period that a withdrawal is not taken, if the amount of step-up is less than ¹³[7%] of the Bonus Base, a step-up will not apply. Instead the Withdrawal Benefit Base will be increased as described in the Bonus Feature section.

After the Bonus Period, if the highest adjusted ¹¹[quarterly] Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base to an amount equal to the highest adjusted ¹¹[quarterly] Account Value.

After a step-up, the Annual Withdrawal Amount will be equal to the Lifetime Withdrawal Percentage multiplied by the new Withdrawal Benefit Base.

The Company retains the right to increase the rider fee rate at the time of step-up. Any step-up will automatically occur unless a rider fee rate increase is applicable. If a rider fee rate increase is applicable, then the Company will send advance notice to the Owner. The Owner's prior written consent to accept the higher rider fee rate increase must be received by the Company before a step-up will occur. If the Owner chooses not to step-up, then the Bonus Period will not be extended.

A step-up will not be allowed if the Account Value is higher than ¹⁴[\$5,000,000]. For purposes of determining the ¹⁴[\$5,000,000] limit, the Company reserves the right to aggregate Account Value with the

account values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

Designated Funds

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced at the end of each Rider ⁴[Quarter] to the allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds then available at the time of step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

Joint-Life Coverage

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Withdrawal Amount for as long as the Owner is alive. Joint-life coverage provides an Annual Withdrawal Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the sole primary Beneficiary under the Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

Death of Owner

If single-life coverage was selected, at the death of any Owner, then this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse may have the additional option of electing a new rider on the original Contract assuming that the rider is available at the time of election. If the surviving spouse makes such election then:

- the new Account Value will be set equal to the Death Benefit;
- the rider fee rate will be the then current rider fee rate on that dates;
- the new Withdrawal Benefit Base and Bonus Base will be equal to the Account Value after any Death Benefit is credited;
- a new Bonus Period begins; and
- upon death of the surviving spouse, this rider ends.

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case:

- the new Account Value will be the Death Benefit;
- the rider fee rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- the Withdrawal Benefit Base and Bonus Base will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above;
- the Bonus Period will continue and remain unchanged;
- if withdrawals have not yet been taken, the Lifetime Withdrawal Percentage will be based on the age the younger spouse attains (or would have attained) on the date of the first withdrawal after the Coverage Date;
- if withdrawals have already been taken, the Lifetime Withdrawal Percentage will not change; and
- upon death of the surviving spouse, this rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Code.

What Happens on the Annuity Commencement Date

If the Account Value is greater than zero on the Annuity Commencement Date, then the Owner may elect to:

1. surrender the Contract and receive the Cash Surrender Value;
2. annuitize the Account Value under one of the then currently available Annuity Options; or
3. annuitize the Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date) with an annualized annuity payment of not less than the Annual Withdrawal Amount that would have been payable immediately prior to the maximum Annuity Commencement Date.

If no election is made, then the Company will default to the third option described above.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Withdrawal Benefit Base is greater than zero on or before the Annuity Commencement Date, then the Owner will receive annual payments equal to the full Annual Withdrawal Amount until the Owner's death.

All other Contract benefits, including death benefits, terminate on the Annuity Commencement Date.

Cancellation of this Rider

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner's request to cancel this rider;
- the date a Purchase Payment is allocated other than to a Designated Fund;
- the date any portion of the Account Value allocated in a Designated Fund is transferred other than to a Designated Fund;
- the date the Withdrawal Benefit Base equals zero as a result of an Early Withdrawal or Excess Withdrawal;
- a change of ownership of the Contract;

- the Annuity Commencement Date under the Contract; or
- termination of the Contract.


[Robert C. Salipante
President]

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

CONTRACT ENDORSEMENT

This endorsement is part of the Contract to which it attached and is effective as of the Contract Date of Coverage. Except as stated in this endorsement, it is subject to the provisions contained in the Contract.

Benefit

While this endorsement is in force and subject to the conditions below, we may arrange for third party service providers to provide Covered Persons with some or all of the Covered Services described in this endorsement if available.

Definitions

Covered Persons:

- For a Contract which is not trust-owned, the Owner under the Contract.
- For a Contract which is trust-owned, the Annuitant under the Contract only if the trustee, in his/her sole and exclusive discretion, elects to make the Covered Services available.

Covered Services

Medical Consultation and Evaluation

A Covered Person may call for a medical consultation and evaluation and be referred to English-speaking doctors and/or hospitals.

Hospital Admission Guarantee

The third party service provider will guarantee hospital admission for Covered Persons who are outside the United States by validating the applicable health coverage.

Emergency Evacuation

Whenever adequate medical facilities are not available locally, the third party service provider will use whatever mode of transport, equipment and personnel necessary to evacuate Covered Persons and their family members to the nearest facility capable of providing proper care.

Critical Care Monitoring

The third party service provider will arrange for a team of doctors, nurses and other medically-trained personnel to stay in regular communication with the attending physician and/or hospital and relay information to family.

Medically Supervised Repatriation

If a Covered Person requires assistance returning home after hospitalization, the third party service provider will secure repatriation and provide an escort if medically necessary.

Prescription Assistance

If a Covered Person requires prescription medication, the third party service provider will assist with filling that prescription.

Emergency Message Transmission

The third party service provider will receive and transmit any emergency messages that may be necessary.

Emergency Trauma Counseling

The third party service provider will provide emergency phone consultation and referrals if a Covered Person experiences emotional trauma while traveling.

Transportation to Join Patient

If a Covered Person is traveling alone and will be hospitalized for more than seven days, the third party service provider will provide economy round-trip common carrier transportation to the place of hospitalization for a designated family member or friend.

Care for Minor Children

If a Covered Person's minor child is left unattended as a result of the Covered Person's accident or illness, the third party service provider will provide them with a one-way economy transportation back home and provide an escort if required.

Legal and Interpreter Referrals

The third party service provider will refer a Covered Person to an interpreter or legal personnel as necessary.

Return Mortal Remains

In case of a Covered Person's death, the third party service provider will transport and offer reasonable assistance with legal formalities for the return of mortal remains.

General

How to elect Covered Services

Subject to the conditions described below, a Covered Person may elect any of the available Covered Services by contacting the third party provider that we arranged at the following:

Phone within the United States - [800-999-9999]
Phone outside the United States - [800-999-9999]
Email - [owner@service.com]

Conditions

A Covered Person may request any of the available Covered Services described above subject to the following conditions:

1. a Covered Person is 100 miles or more away from home when requesting such Covered Services; and
2. all Covered Services must be arranged and provided by the third party providers that we designate.

Notice

If a Covered Person arranges for any Covered Services directly rather than by contacting the third party provider at the phone number listed above, then we will not provide any reimbursement for costs that incurred for such services.

Termination

This endorsement will terminate upon the earliest of:

- a change in ownership of the contract;
- the date we approve the Owner's request to terminate this endorsement; and
- the date the Contract terminates.



[Robert C. Salipante, President]

[Sun Life Financial Masters® Choice Annuity]
Application



Sun Life Assurance Company of Canada (U.S.)
[Retail Insurance & Annuities Division, 112 Worcester Street, Wellesley Hills, MA 02481 1-800-752-7216]

1 Owner Information

This section must be completed.

Owner

First name	Middle initial	Last name	
or			
Non-natural owner (if applicable)			
Social security number/TIN	Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Address 1 (number, street, apartment or suite)			
Address 2			
City	State	Zip	
Email	Phone		

Co-Owner (if any)

First name	Middle initial	Last name	
Social security number	Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Address (number, street, apartment or suite)			
City	State	Zip	
Relationship to owner	Phone		

If you're applying for a living benefit rider with joint life coverage, the co-owner, if any, must be your spouse.

2 Annuitant Information

Annuitant (if different from owner)

First name	Middle initial	Last name	
Social security number	Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Address (number, street, apartment or suite)			
City	State	Zip	

If this section is left blank, the owner, if a natural owner, will be named the annuitant.

continued next page

All payments and values provided by the Contract when based upon the investment experience of the variable account are variable and not guaranteed as to dollar amount. Payments and values based on the fixed account are subject to a market value adjustment formula, the operation of which may result in upward and downward adjustments in amounts payable.

2 Annuitant Information (continued)

If this section is left blank, the co-owner, if any, will be named the co-annuitant.

Co-Annuitant (if different from co-owner)

First name	Middle initial	Last name	
Social security number	Date of birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Address (number, street, apartment or suite)			
City		State	Zip

3 Plan Selection [and Purchase Payment Interest]

This section must be completed.

[*If your plan is a 403(b), you must complete a 403(b) Acknowledgement Form and send it with this application.]

Please select **one**:

☐ Non-qualified

☐ IRA ☐ Roth IRA ☐ SEP IRA

☐ Other qualified plan [*] (please specify) _____
Trustee _____

[Purchase Payment Interest

Indicate the rate at which interest should be credited to your account by choosing either Option A or Option B, below. If no election is made, the Purchase Payment Interest crediting method will default to Option A. Once elected this option may not be changed.

Select **One**:

☐ Option A — 2%/Five Year Anniversary Interest Option

☐ Option B — 6% Interest Option]

4 Optional Benefits

If you do not select single or joint life coverage, the default will be single.

Optional benefits can only be chosen at the time of application, are available for an additional cost, and may be subject to age availability.

Living Benefit Rider (please select **one**):

☐ Retirement Asset ProtectorSM

☐ Secured Returns for Life Plus^{SM*}

☐ Retirement Income EscalatorSM II ☐ Single ☐ Joint life

☐ Income ON Demand[®] II ☐ Single ☐ Joint life

☐ Income ON Demand[®] II Plus ☐ Single ☐ Joint life

☐ Income ON Demand[®] II Escalator ☐ Single ☐ Joint life]

[*Should you elect to cancel Secured Returns for Life Plus for any reason, you will continue to be charged for its cost until your 7th contract anniversary.]

Death Benefit (please select **one**):

[Earnings Enhancement BenefitsSM (EEB)

☐ EEB Premier or

☐ EEB Premier Plus

(Not available with any Living Benefit Rider)

Stepped-Up Death Benefit

☐ Maximum Anniversary Account Value Benefit (MAV) or

☐ 5% Premium Roll-Up Benefit

Combination Protection

☐ EEB Premier with MAV or

☐ EEB Premier with 5%]

[If a Death Benefit Option is not selected, the Basic Death Benefit will be paid to the beneficiary.]

[Sun Life Financial Masters® Choice Annuity] **Application****5 Beneficiary Information**

If you selected a living benefit rider with joint life coverage, the sole primary beneficiary must be your spouse.

If you name primary beneficiaries, the total must add up to 100%.

Primary beneficiary

First name	Middle initial	Last name
Social security number	Date of birth (mm/dd/yyyy)	
Relationship to owner		%

Primary beneficiary

First name	Middle initial	Last name
Social security number	Date of birth (mm/dd/yyyy)	
Relationship to owner		%

If you have additional primary beneficiaries, please use a separate sheet of paper. Please provide the information above and make sure to date and sign.

If you name contingent beneficiaries, the total must add up to 100%.

Contingent beneficiary

First name	Middle initial	Last name
Social security number	Date of birth (mm/dd/yyyy)	
Relationship to owner		%

Contingent beneficiary

First name	Middle initial	Last name
Social security number	Date of birth (mm/dd/yyyy)	
Relationship to owner		%

If you have additional contingent beneficiaries, please use a separate sheet of paper. Please provide the information above and make sure to date and sign.

6 Contract Replacements

This section must be completed.

For contracts signed in a NAIC/Form A State:

Are there any existing life insurance policies or annuity contracts in force and/or pending on the owner(s) with any company including Sun Life Assurance Company of Canada (U.S.) and its affiliates?

- ☐ Yes – Please complete an *“Important Notice: Replacement of Life Insurance or Annuities (Form A)”* available on our website at www.sunlife-usa.com and listed under your state.
- ☐ No

For contracts signed in all other states:

Will the proposed contract replace an existing life insurance policy or annuity contract?

- ☐ Yes – Please complete your state's *Replacement Form* available on our website at www.sunlife-usa.com and listed under your state. Also complete the table below by listing each existing policy or contract you are replacing.

Company insurer	Insured name	Contract number

(Attach a sheet listing additional policies and/or contracts, if necessary.)

- ☐ No, this is not a replacement.

7 Fraud Warnings

Depending on where you live, some states require you to read a fraud warning statement. If you reside in one of the following states, please read the statement that applies to you.

Arkansas, Louisiana, West Virginia – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

District of Columbia - WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information, materially related to a claim, was provided by the applicant.

Kentucky - Any person who knowingly, and with intent to defraud any insurance company, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine, Tennessee, Virginia – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include fines and denial of insurance benefits.

Maryland - Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance

is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma - WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico - Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

8 Notes

Please do not include any exchange or transfer information here, as it will not be processed.

[Sun Life Financial Masters® Choice Annuity] Application**9 Customer Acceptance**

This section must
be completed.

Important information about procedures for applying for a contract

[Customer identification notice: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who makes an application. This means we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

I have read the above customer identification notice. I understand that the identity information being provided by me is required by federal law to be collected in order to verify my identity and I authorize its use for this purpose.]

I acknowledge receipt of current product and fund prospectuses.

I have read the applicable fraud warning for my state listed in section 7.

I hereby represent that my answers to the questions on this application are correct and true to the best of my knowledge and belief.

Florida Fraud Warning: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Sign here



Signature of owner	
Signed at (city/state)	Date signed (mm/dd/yyyy)

Sign here



Signature of co-owner	
Signed at (city/state)	Date signed (mm/dd/yyyy)

10 Registered Representative Information

This section must
be completed.

Broker/dealer information (please print)

Broker/dealer name	Broker/dealer account number	
Branch office address	Phone	
City	State	Zip

Representative information (please print)

Allocations must be whole numbers and total 100%.

Primary representative name	SSN	%
Representative name	SSN	%
Representative name	SSN	%
		Total 100%

continued next page

10 Registered Representative Information (continued)**Commission option** (please select **one**):☐ Option A ☐ Option B ☐ Option C**Contract replacements****For contracts signed in a NAIC/Form A State:**

Are there any existing life insurance policies or annuity contracts in force and/or pending on the owner(s) with any company including Sun Life Assurance Company of Canada (U.S.) and its affiliates?

- ☐ Yes – Please complete an “*Important Notice: Replacement of Life Insurance or Annuities (Form A)*” available on our website at www.sunlife-usa.com and listed under your state.
- ☐ No

For contracts signed in all other states:

To your knowledge is there, or may there be, a replacement involved in the purchase of this contract?

- ☐ Yes – Please complete the state’s *Replacement Form* available on our website at www.sunlife-usa.com and listed under your state.
- ☐ No, this is not a replacement.

Anti-money laundering training acknowledgement

I have received anti-money laundering training within the last 12 months, given by the company, another insurance company or other financial institution, or offered through a national association (e.g., NAIFA, NAILBA) or competent third party (e.g., LIMRA). I also hereby acknowledge my obligations, including compliance with the company's Anti-Money Laundering Program, as described in the company's Market Conduct Guide for Individual Life and Annuity Producers.

Anti-money laundering customer identity information

I have reviewed the owner’s identity document presented and recorded the following information from it:

Applicant name		Date of birth (mm/dd/yyyy)	
Address (number, street, apartment or suite)			
City		State	Zip
Type of ID document – Individual	ID number		Expiration date (mm/dd/yyyy)
Type of ID document – Corporate or other non-natural person (a government issued document showing the existence of the entity e.g. a certificate of good standing or equivalent)			
Date of incorporation or trust	Issue date of ID document		State of issue

Agent’s Florida License ID Number _____

For applicants in NC & UT: Does your client believe that this contract is suitable for his/her investment objective and financial needs based on information provided to you by the client?

- ☐ Yes ☐ No

For applicants in NC: I certify that I have truly and accurately recorded on this application form the information provided by the applicant.

Sign here

Primary representative signature

CONTRACT SPECIFICATIONS

Contract Number ¹[86-8600-123456]
Contract Type ²[Non Qualified or Qualified plan under IRS code section 401, 403(b) or 408A]
Owner / Annuitant ³[John J. Doe – Owner]
⁴[Mary J. Doe – Annuitant ⁵[and Covered Person]
Age of Owner ⁶[35]
Age of Youngest Annuitant ⁷[35]
Covered Person Owner, unless indicated otherwise above
Date of Coverage ⁸[February 1, 2002]
Contract Anniversary Date ⁹[February 1, 2003]
Initial Purchase Payment ¹⁰[\$100,000]
Minimum Initial Purchase Payment ¹¹[\$10,000 or if IRA \$4,000]
Minimum Additional Payment \$ 1,000
Maximum Purchase Payment Any purchase payment that would not cause Account Value to exceed \$2,000,000
(without prior approval of the Company)

Purchase Payment Interest ¹²[**OPTION A**]
During first Account Year ¹³[2% of any Net Payment]
Each Five-Year Anniversary ¹⁴[2% of Owner's Account Value]
¹⁵[**OPTION B**]
¹⁶[6% of each Purchase Payment]

Beneficiary (Relationship) ¹⁷[Susan J. Doe (Daughter)]

Annuity Commencement Date ¹⁸[July 1, 2061]
Annuity Option Deferred
Minimum Annuity Purchase Amount \$2,000
Minimum Initial Annuity Payment Amount \$20
Account Fee After Annuity Commencement Date \$50

Account Fee \$50
Maximum Account Fee \$50
Minimum Account Value for Waiver of Account Fee \$100,000

Withdrawal Charges	<u>Number of Complete Account Years from time of Payment</u>	<u>Withdrawal Charges</u>
	0-1	8%
	1-2	8%
	2-3	7%
	3-4	6%
	4-5	5%
	5-6	4%
	6-7	3%
	7+	0%

Free Withdrawal Amount During the first Account Year: (a)
After the first Account Anniversary, the greater of (a) and (b).

(a) 10% of new Purchase Payments, irrespective of whether such new Payments have been previously liquidated.
 (b) The Contract's "earnings" to date minus any free withdrawal amounts previously taken. "Earnings" is defined as the Owner's Account Value on the day prior to the day we receive the withdrawal request, plus all withdrawals and charges previously taken, minus all Purchase Payments.

Initial Guarantee Period(s)	¹⁹ [1 Year]	
Guaranteed Interest Rate	²⁰ [4.5%]	
Minimum Guarantee Period Amount	\$1,000	
Minimum Guarantee Interest Rate	²¹ [0%]	
Market Value Adjustment ("b" Factor)	²² [0%]	Maximum 0.25%
Current Fee Per Transfer	²³ [\$0]	
Maximum Fee Per Transfer	\$15	
Maximum Number of Transfers per Year	12	
Minimum Transfer Amount	\$1,000	
Minimum Remaining in Sub-Account after Transfer	\$1,000	

Summary of Asset Charges

Annual Asset Charges

	Current	Maximum*
Basic Annual Asset Charge:	1.70%	²⁴ [1.70%]
²⁵ [Optional Death Benefit Charge:]	+ ²⁶ [0.20%]	+ ²⁷ [0.40%]
Total Annual Asset Charges:	= ²⁸ [1.90%]	= ²⁹ [2.10%]

Total Annual Asset Charge After Annuity Commencement Date:

³⁰[1.70%]

*The current Annual Asset Charge is guaranteed for ³¹[seven] Account Years. Thereafter, the Annual Asset Charge may be increased, but not beyond the maximum percentage shown.

During the Accumulation Period, if Purchase Payments exceed \$1 million, or the Accumulation Account Value exceeds \$1 million on the Account Anniversary, 0.15% of the Accumulation Account Value will be credited to the Owner's Account on the Account Anniversary. The credit will be applied each year thereafter on the Account Anniversary.

³²[Optional Living Benefit Rider Fee:]

³³[Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the ³⁴[last] Valuation Day

³⁶[0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the ³⁷[First] Account Anniversary as described in the Rider attached to your Contract.]

of an ³⁵[Account Quarter].

³⁸[Retirement Asset Protector
In addition to the above stated
Annual Asset Charges this fee will be
assessed on the ³⁴[last] Valuation Day
of an ³⁵[Account Quarter].

³⁹[0.0875%] x Retirement Asset Protector Benefit Base,
each ³⁵[Account Quarter.]]

⁴⁰[Retirement Income Escalator II
Rider Fee Rate

⁴¹[0.20% for single life] ⁴²[0.25% for joint life]]

⁴³[Income ON Demand II
Rider Fee Rate

⁴⁴[0.1625% for single life] ⁴⁵[0.2125% for joint life]]

⁴⁶[Income ON Demand II Plus
Rider Fee Rate

⁴⁷[0.2375% for single life] ⁴⁸[0.2875% for joint life]]

⁴⁹[Income ON Demand II Escalator
Rider Fee Rate

⁵⁰[0.20% for single life] ⁵¹[0.25% for joint life]]

Basic Death Benefit

⁵²[The greatest of 1, 2 or 3 shown in the “Amount of Death
Benefit” provision]

Optional Living Benefits

⁵³[Not Elected]

⁵⁴[Secured Returns for Life Plus

See description in Secured Returns for Life Plus Rider
attached to the Contract.]

⁵⁵[Retirement Asset Protector

See description in Retirement Asset Protector Rider
attached to the Contract.]

⁵⁶[Retirement Income Escalator II
Rider Date:

Month Day, Year]

⁵⁷[Income ON Demand II
Rider Date:

Month Day, Year]

⁵⁸[Income ON Demand II Plus
Rider Date:

Month Day, Year]

⁵⁹[Income ON Demand II Escalator
Rider Date:

Month Day, Year]

Optional Death Benefit (s)
(Only available if Covered Person is
age 79 or younger)

⁶⁰[Not Elected].

⁶¹[Maximum Account Anniversary
Value Benefit (“MAV”)

The greater of the Basic Death Benefit and the highest
Owner’s Account Value on any Account Anniversary
prior to the Covered Person’s 81st birthday, adjusted for
any subsequent Purchase Payments and partial
withdrawals made between such Account Anniversary and
the Death Benefit Date.]

⁶²[5% Minimum Guarantee Benefit (“5% MB”)]

The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.]

⁶³[Earnings Enhancement Benefit Premier (“EEB Premier”)]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are adjusted Purchase Payments?

Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)]

⁶⁴[Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s

What are Adjusted Purchase Payments?

85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁵[Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")]

The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁶[Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit (“EEB Premier with 5% MB”)]

The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:

Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier (“5% MB”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁷[What benefit is payable under any Optional Death Benefit in the event the Covered Person’s spouse chooses to continue the Contract after the Covered Person’s death?

If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person’s death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner’s Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse’s death. For purposes of calculating the benefit upon the surviving spouse’s death, the Owner’s Account Value on the original Covered Person’s Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse’s Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse’s age on the

Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.]

Build Your Portfolio Investment Options:

⁶⁸[*AllianceBernstein VPS Balanced Wealth Strategy Portfolio
AllianceBernstein VPS International Growth Portfolio
AllianceBernstein VPS Wealth Appreciation Strategy Portfolio
*BlackRock Global Allocation VI Fund
Columbia Marsico 21st Century Fund, Variable Series
Columbia Marsico Growth Fund, Variable Series
Columbia Marsico International Opportunities Fund, Variable Series
*Fidelity VIP Balanced Portfolio
Fidelity VIP Contrafund Portfolio
*Fidelity VIP Freedom 2015 Portfolio
*Fidelity VIP Freedom 2020 Portfolio
Fidelity VIP Mid Cap Portfolio
First Eagle Overseas Variable Fund
Franklin Income Securities Fund
Franklin Small Cap Value Securities Fund
Franklin Strategic Income Securities Fund
*Franklin Templeton VIP Founding Funds Allocation Fund
Lazard Retirement Emerging Markets Portfolio
Lord Abbett Series All Value Portfolio
Lord Abbett Series Fund Growth Opportunities Portfolio
MFS Bond Portfolio
MFS Core Equity Portfolio
MFS Emerging Markets Portfolio
MFS Government Securities Portfolio
MFS International Growth Portfolio
MFS International Value Portfolio
MFS Research International Portfolio
*MFS Total Return Portfolio
MFS/Sun Life Utilities Series
MFS/Sun Life Value Series
Mutual Shares Securities Fund
*Oppenheimer Balanced Fund/VA
Oppenheimer Capital Appreciation Fund/VA
Oppenheimer Global Securities Fund/VA
PIMCO VIT Commodity Real Return Strategy Portfolio
PIMCO VIT Emerging Markets Bond Portfolio
SC AIM Small Cap Growth Fund
SC AllianceBernstein International Value Fund
SC BlackRock Inflation Protected Bond Fund
SC Davis Venture Value Fund

Choose Your Portfolio Investment Options:

⁶⁹[90/10 Masters Model
AllianceBernstein VPS Balanced Wealth Strategy Portfolio
BlackRock Global Allocation VI Fund
Fidelity VIP Balanced Portfolio
Fidelity VIP Freedom 2015 Portfolio
Fidelity VIP Freedom 2020 Portfolio
Franklin Templeton VIP Founding Funds Allocation Fund
MFS Total Return Portfolio
Oppenheimer Balanced Fund/VA
SC Ibbotson Moderate Fund
SC Ibbotson Balanced Fund
SC Ibbotson Growth Fund
Van Kampen UIF Equity and Income Portfolio]

SC Dreman Small Cap Value Fund
SC Goldman Sachs Mid Cap Value Fund
SC Goldman Sachs Short Duration Fund
*SC Ibbotson Moderate Fund
*SC Ibbotson Balanced Fund
*SC Ibbotson Growth Fund
SC Lord Abbett Growth & Income Fund
SC Oppenheimer Large Cap Core Fund
SC Oppenheimer Main Street Small Cap Fund
SC PIMCO High Yield Fund
SC PIMCO Total Return Fund
SC WMC Blue Chip Mid Cap Fund
SC WMC Large Cap Growth Fund
Sun Capital Global Real Estate Fund
Sun Capital Investment Grade Bond Fund
Sun Capital Money Market Fund
Templeton Growth Securities Fund
Van Kampen LIT Comstock
*Van Kampen UIF Equity & Income Portfolio
Van Kampen UIF Mid Cap Growth Portfolio
Van Kampen UIF Mid Cap Value Portfolio
Sun Life US Seven-Year Fixed Series
Sun Life US Eight-Year Fixed Series
Sun Life US Nine-Year Fixed Series
Sun Life US Ten-Year Fixed Series]

* Designated Funds

CONTRACT SPECIFICATIONS

Contract Number	¹ [86-8600-123456]	
Contract Type	² [Non Qualified or Qualified plan under IRS code section 401, 403(b) or 408A]	
Owner / Annuitant	³ [John J. Doe – Owner]	
	⁴ [Mary J. Doe – Annuitant ⁵ [and Covered Person]	
Age of Owner	⁶ [35]	
Age of Youngest Annuitant	⁷ [35]	
Covered Person	Owner, unless indicated otherwise above	
Date of Coverage	⁸ [February 1, 2002]	
Contract Anniversary Date	⁹ [February 1, 2003]	
Initial Purchase Payment	¹⁰ [\$100,000]	
Minimum Initial Purchase Payment	¹¹ [\$20,000 or if IRA \$4,000]	
Minimum Additional Payment	\$ 1,000	
Maximum Purchase Payment (without prior approval of the Company)	Any purchase payment that would <u>not</u> cause Account Value to exceed \$2,000,000	
Beneficiary (Relationship)	¹² [Susan J. Doe (Daughter)]	
Annuity Commencement Date	¹³ [July 1, 2061]	
Annuity Option	Deferred	
Minimum Annuity Purchase Amount	\$2,000	
Minimum Initial Annuity Payment Amount	\$20	
Account Fee After Annuity Commencement Date	\$50	
Account Fee	\$50	
Maximum Account Fee	\$50	
Minimum Account Value for Waiver of Account Fee	\$100,000	
Initial Guarantee Period(s)	¹⁴ [1 Year]	
Guaranteed Interest Rate	¹⁵ [4.5%]	
Minimum Guarantee Period Amount	\$1,000	
Minimum Guarantee Interest Rate	¹⁶ [0%]	
Market Value Adjustment (“b” Factor)	¹⁷ [0%]	Maximum 0.25%
Current Fee Per Transfer	¹⁸ [\$0]	
Maximum Fee Per Transfer	\$15	
Maximum Number of Transfers per Year	12	
Minimum Transfer Amount	\$1,000	
Minimum Remaining in Sub-Account after Transfer	\$1,000	
Summary of Asset Charges		
Annual Asset Charges		
	Current	Maximum*
Basic Annual Asset Charge:	1.70%	¹⁹ [1.70%]
²⁰ [Optional Death Benefit Charge:]	+ ²¹ [0.20%]	+ ²² [0.40%]
Total Annual Asset Charges:	= ²³ [1.90%]	= ²⁴ [2.10%]

Total Annual Asset Charge After Annuity Commencement Date:	²⁵ [1.70%]
	<p>*The current Annual Asset Charge is guaranteed for ²⁶[seven] Account Years. Thereafter, the Annual Asset Charge may be increased, but not beyond the maximum percentage shown.</p> <p>During the Accumulation Period, if Purchase Payments exceed \$1 million, or the Accumulation Account Value exceeds \$1 million on the Account Anniversary, 0.15% of the Accumulation Account Value will be credited to the Owner's Account on the Account Anniversary. The credit will be applied each year thereafter on the Account Anniversary.</p>
²⁷ [Optional Living Benefit Rider Fee:]	
²⁸ [Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹ [last] Valuation Day of an ³⁰ [Account Quarter].	³¹ [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the ³² [First] Account Anniversary as described in the Rider attached to your Contract.]
³³ [Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹ [last] Valuation Day of an ³⁰ [Account Quarter].	³⁴ [0.0875%] x Retirement Asset Protector Benefit Base, each ³⁰ [Account Quarter.]]
³⁵ [Retirement Income Escalator II Rider Fee Rate	³⁶ [0.20% for single life] ³⁷ [0.25% for joint life]]
³⁸ [Income ON Demand II Rider Fee Rate	³⁹ [0.1625% for single life] ⁴⁰ [0.2125% for joint life]]
⁴¹ [Income ON Demand II Plus Rider Fee Rate	⁴² [0.2375% for single life] ⁴³ [0.2875% for joint life]]
⁴⁴ [Income ON Demand II Escalator Rider Fee Rate	⁴⁵ [0.20% for single life] ⁴⁶ [0.25% for joint life]]
Basic Death Benefit	⁴⁷ [The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision]
Optional Living Benefits	⁴⁸ [Not Elected]
⁴⁹ [Secured Returns for Life Plus	See description in Secured Returns for Life Plus Rider attached to the Contract.]
⁵⁰ [Retirement Asset Protector	See description in Retirement Asset Protector Rider attached to the Contract.]

⁵¹ [Retirement Income Escalator II Rider Date]	Month Day, Year]
⁵² [Income ON Demand II Rider Date]	Month Day, Year]
⁵³ [Income ON Demand II Plus Rider Date]	Month Day, Year]
⁵⁴ [Income ON Demand II Escalator Rider Date]	Month Day, Year]
Optional Death Benefit (s) (Only available if Covered Person is age 79 or younger)	⁵⁵ [Not Elected].
⁵⁶ [Maximum Account Anniversary Value Benefit ("MAV")]	The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.]
⁵⁷ [5% Minimum Guarantee Benefit ("5% MB")]	The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80 th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.
What are Adjusted Purchase Payments?	Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.]
⁵⁸ [Earnings Enhancement Benefit Premier ("EEB Premier")]	<p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p>

What are adjusted Purchase Payments?

Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.

* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)]

⁵⁹[Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier Plus amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁰[Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit (“EEB Premier with MAV”)]

The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date (“MAV”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account

Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶¹[Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")]

The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:

Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶²[What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?

If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.]

Build Your Portfolio Investment Options:

⁶³[*AllianceBernstein VPS Balanced Wealth Strategy Portfolio
AllianceBernstein VPS International Growth Portfolio
AllianceBernstein VPS Wealth Appreciation Strategy Portfolio
*BlackRock Global Allocation VI Fund
Columbia Marsico 21st Century Fund, Variable Series
Columbia Marsico Growth Fund, Variable Series
Columbia Marsico International Opportunities Fund, Variable Series
*Fidelity VIP Balanced Portfolio
Fidelity VIP Contrafund Portfolio
*Fidelity VIP Freedom 2015 Portfolio
*Fidelity VIP Freedom 2020 Portfolio
Fidelity VIP Mid Cap Portfolio
First Eagle Overseas Variable Fund
Franklin Income Securities Fund
Franklin Small Cap Value Securities Fund
Franklin Strategic Income Securities Fund
*Franklin Templeton VIP Founding Funds Allocation Fund
Lazard Retirement Emerging Markets Portfolio
Lord Abbett Series All Value Portfolio
Lord Abbett Series Fund Growth Opportunities Portfolio
MFS Bond Portfolio
MFS Core Equity Portfolio
MFS Emerging Markets Portfolio
MFS Government Securities Portfolio
MFS International Growth Portfolio
MFS International Value Portfolio
MFS Research International Portfolio
*MFS Total Return Portfolio
MFS Utilities Portfolio
MFS Value Portfolio
Mutual Shares Securities Fund
*Oppenheimer Balanced Fund/VA
Oppenheimer Capital Appreciation Fund/VA
Oppenheimer Global Securities Fund/VA
PIMCO VIT Commodity Real Return Strategy Portfolio
PIMCO VIT Emerging Markets Bond Portfolio
SC AIM Small Cap Growth Fund
SC AllianceBernstein International Value Fund
SC BlackRock Inflation Protected Bond Fund
SC Davis Venture Value Fund
SC Dreman Small Cap Value Fund
SC Goldman Sachs Mid Cap Value Fund
SC Goldman Sachs Short Duration Fund

Choose Your Portfolio Investment Options:

⁶⁴[90/10 Masters Model
AllianceBernstein VPS Balanced Wealth Strategy Portfolio
BlackRock Global Allocation VI Fund
Fidelity VIP Balanced Portfolio
Fidelity VIP Freedom 2015 Portfolio
Fidelity VIP Freedom 2020 Portfolio
Franklin Templeton VIP Founding Funds Allocation Fund
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SC Ibbotson Moderate Fund
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SC Ibbotson Growth Fund
Van Kampen UIF Equity and Income Portfolio]

*SC Ibbotson Moderate Fund
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*SC Ibbotson Growth Fund
SC Lord Abbett Growth & Income Fund
SC Oppenheimer Large Cap Core Fund
SC Oppenheimer Main Street Small Cap Fund
SC PIMCO High Yield Fund
SC PIMCO Total Return Fund
SC WMC Blue Chip Mid Cap Fund
SC WMC Large Cap Growth Fund
Sun Capital Global Real Estate Fund
Sun Capital Investment Grade Bond Fund
Sun Capital Money Market Fund
Templeton Growth Securities Fund
Van Kampen LIT Comstock
*Van Kampen UIF Equity & Income Portfolio
Van Kampen UIF Mid Cap Growth Portfolio
Van Kampen UIF Mid Cap Value Portfolio
Sun Life US Seven-Year Fixed Series
Sun Life US Eight-Year Fixed Series
Sun Life US Nine-Year Fixed Series
Sun Life US Ten-Year Fixed Series]

* Designated Funds

CONTRACT SPECIFICATIONS

Contract Number	¹ [86-8600-123456]
Contract Type	² [Non Qualified or Qualified plan under IRS code section 401, 403(b) or 408A]
Owner / Annuitant	³ [John J. Doe – Owner] ⁴ [Mary J. Doe – Annuitant ⁵ [and Covered Person]
Age of Owner	⁶ [35]
Age of Youngest Annuitant	⁷ [35]
Covered Person	Owner, unless indicated otherwise above
Date of Coverage	⁸ [February 1, 2002]
Contract Anniversary Date	⁹ [February 1, 2003]
Initial Purchase Payment	¹⁰ [\$100,000]
Minimum Initial Purchase Payment	¹¹ [\$10,000 or if IRA \$4,000]
Minimum Additional Payment	\$ 1,000
Maximum Purchase Payment (without prior approval of the Company)	Any purchase payment that would <u>not</u> cause Account Value to exceed \$2,000,000

Beneficiary (Relationship)	¹² [Susan J. Doe (Daughter)]
Annuity Commencement Date	¹³ [July 1, 2061]
Annuity Option	Deferred
Minimum Annuity Purchase Amount	\$2,000
Minimum Initial Annuity Payment Amount	\$20
Account Fee After Annuity Commencement Date	\$50
Account Fee	\$50
Maximum Account Fee	\$50
Minimum Account Value for Waiver of Account Fee	\$100,000

Withdrawal Charges	<u>Number of Complete Account Years from time of Payment</u>	<u>Withdrawal Charges</u>
	0-1	8%
	1-2	8%
	2-3	7%
	3-4	6%
	4-5	5%
	5-6	4%
	6-7	3%
	7+	0%

Free Withdrawal Amount	During the first Account Year: (a) After the first Account Anniversary, the greater of (a) and (b).
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(a) 15% of new Purchase Payments, irrespective of whether such new Payments have been previously liquidated.

(b) The Contract's "earnings" to date minus any free withdrawal amounts previously taken. "Earnings" is defined as the Owner's Account Value on the day prior to the day we receive the withdrawal request, plus all

withdrawals and charges previously taken, minus all Purchase Payments.

Initial Guarantee Period(s)	¹⁴ [1 Year]	
Guaranteed Interest Rate	¹⁵ [4.5%]	
Minimum Guarantee Period Amount	\$1,000	
Minimum Guarantee Interest Rate	¹⁶ [0%]	
Market Value Adjustment (“b” Factor)	¹⁷ [0%]	Maximum 0.25%

Current Fee Per Transfer	¹⁸ [\$0]
Maximum Fee Per Transfer	\$15
Maximum Number of Transfers per Year	12
Minimum Transfer Amount	\$1,000
Minimum Remaining in Sub-Account after Transfer	\$1,000

Summary of Asset Charges
Annual Asset Charges

	Current	Maximum*
Basic Annual Asset Charge:	1.35%	¹⁹ [1.35%]
²⁰ [Optional Death Benefit Charge:]	+ ²¹ [0.20%]	+ ²² [0.40%]
Total Annual Asset Charges:	= ²³ [1.55%]	= ²⁴ [1.75%]

Total Annual Asset Charge After Annuity Commencement Date:	²⁵ [1.35%]
--	-----------------------

*The current Annual Asset Charge is guaranteed for ²⁶[seven] Account Years. Thereafter, the Annual Asset Charge may be increased, but not beyond the maximum percentage shown.

During the Accumulation Period, if Purchase Payments exceed \$1 million, or the Accumulation Account Value exceeds \$1 million on the Account Anniversary, 0.15% of the Accumulation Account Value will be credited to the Owner’s Account on the Account Anniversary. The credit will be applied each year thereafter on the Account Anniversary.

²⁷[Optional Living Benefit Rider Fee:]

²⁸[Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹[last] Valuation Day of an ³⁰[Account Quarter].

³¹[0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the ³²[First] Account Anniversary as described in the Rider attached to the Contract.]

³³[Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹[last] Valuation Day of an ³⁰[Account Quarter].

³⁴[0.0875%] x Retirement Asset Protector Benefit Balance Value, each ³⁰[Account Quarter.]]

³⁵ [Retirement Income Escalator II Rider Fee Rate]	³⁶ [0.20% for single life] ³⁷ [0.25% for joint life]]
³⁸ [Income ON Demand II Rider Fee Rate]	³⁹ [0.1625% for single life] ⁴⁰ [0.2125% for joint life]]
⁴¹ [Income ON Demand II Plus Rider Fee Rate]	⁴² [0.2375% for single life] ⁴³ [0.2875% for joint life]]
⁴⁴ [Income ON Demand II Escalator Rider Fee Rate]	⁴⁵ [0.20% for single life] ⁴⁶ [0.25% for joint life]]
Basic Death Benefit	⁴⁷ [The greatest of 1, 2 or 3 shown in the “Amount of Death Benefit” provision]
Optional Living Benefits	⁴⁸ [Not Elected]
⁴⁹ [Secured Returns for Life Plus]	See description in Secured Returns for Life Plus Rider attached to the Contract.]
⁵⁰ [Retirement Asset Protector]	See description in Retirement Asset Protector Rider attached to the Contract.]
⁵¹ [Retirement Income Escalator II Rider Date]	Month Day, Year]
⁵² [Income ON Demand II Rider Date]	Month Day, Year]
⁵³ [Income ON Demand II Plus Rider Date]	Month Day, Year]
⁵⁴ [Income ON Demand II Escalator Rider Date]	Month Day, Year]
Optional Death Benefit (s) (Only available if Covered Person is age 79 or younger)	⁵⁵ [Not Elected].
⁵⁶ [Maximum Account Anniversary Value Benefit (“MAV”)]	The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.]
⁵⁷ [5% Minimum Guarantee Benefit (“5% MB”)]	The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80 th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.]

⁵⁸[Earnings Enhancement Benefit Premier (“EEB Premier”)]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are adjusted Purchase Payments?

Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.

* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)]

⁵⁹[Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier Plus amount.

What are Adjusted Purchase

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial

Payments?	<p>withdrawals, as explained in the “Amount of Death Benefit” provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]</p>
⁶⁰ [Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit (“EEB Premier with MAV”)]	<p>The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date (“MAV”)</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.</p>
What are Adjusted Purchase Payments?	<p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]</p>
⁶¹ [Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit (“EEB Premier with 5% MB”)]	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier (“5% MB”)</p>

	<p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p>
What are Adjusted Purchase Payments?	Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶² [What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?	<p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.]</p>
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Build Your Portfolio Investment Options:

⁶³[*AllianceBernstein VPS Balanced Wealth Strategy Portfolio
AllianceBernstein VPS International Growth

Choose Your Portfolio Investment Options:

⁶⁴[90/10 Masters Model
AllianceBernstein VPS Balanced Wealth Strategy Portfolio
BlackRock Global Allocation VI Fund

Portfolio	Fidelity VIP Balanced Portfolio
AllianceBernstein VPS Wealth Appreciation Strategy Portfolio	Fidelity VIP Freedom 2015 Portfolio
*BlackRock Global Allocation VI Fund	Fidelity VIP Freedom 2020 Portfolio
Columbia Marsico 21 st Century Fund, Variable Series	Franklin Templeton VIP Founding Funds Allocation Fund
Columbia Marsico Growth Fund, Variable Series	MFS Total Return Portfolio
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*Fidelity VIP Balanced Portfolio	SC Ibbotson Moderate Fund
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Fidelity VIP Mid Cap Portfolio	
First Eagle Overseas Variable Fund	
Franklin Income Securities Fund	
Franklin Small Cap Value Securities Fund	
Franklin Strategic Income Securities Fund	
*Franklin Templeton VIP Founding Funds Allocation Fund	
Lazard Retirement Emerging Markets Portfolio	
Lord Abbett Series All Value Portfolio	
Lord Abbett Series Fund Growth Opportunities Portfolio	
MFS Bond Portfolio	
MFS Core Equity Portfolio	
MFS Emerging Markets Portfolio	
MFS Government Securities Portfolio	
MFS International Growth Portfolio	
MFS International Value Portfolio	
MFS Research International Portfolio	
*MFS Total Return Portfolio	
MFS Utilities Portfolio	
MFS Value Portfolio	
Mutual Shares Securities Fund	
*Oppenheimer Balanced Fund/VA	
Oppenheimer Capital Appreciation Fund/VA	
Oppenheimer Global Securities Fund/VA	
PIMCO VIT Commodity Real Return Strategy Portfolio	
PIMCO VIT Emerging Markets Bond Portfolio	
SC AIM Small Cap Growth Fund	
SC AllianceBernstein International Value Fund	
SC BlackRock Inflation Protected Bond Fund	
SC Davis Venture Value Fund	
SC Dreman Small Cap Value Fund	
SC Goldman Sachs Mid Cap Value Fund	
SC Goldman Sachs Short Duration Fund	
*SC Ibbotson Moderate Fund	
*SC Ibbotson Balanced Fund	
*SC Ibbotson Growth Fund	
SC Lord Abbett Growth & Income Fund	
SC Oppenheimer Large Cap Core Fund	
SC Oppenheimer Main Street Small Cap Fund	

SC PIMCO High Yield Fund
SC PIMCO Total Return Fund
SC WMC Blue Chip Mid Cap Fund
SC WMC Large Cap Growth Fund
Sun Capital Investment Grade Bond Fund
Sun Capital Money Market Fund
Sun Capital Global Real Estate Fund
Templeton Growth Securities Fund
Van Kampen LIT Comstock
*Van Kampen UIF Equity & Income Portfolio
Van Kampen UIF Mid Cap Growth Portfolio
Van Kampen UIF Mid Cap Value Portfolio
Sun Life US Seven-Year Fixed Series
Sun Life US Eight-Year Fixed Series
Sun Life US Nine-Year Fixed Series
Sun Life US Ten-Year Fixed Series]

* Designated Funds

CONTRACT SPECIFICATIONS

Contract Number	¹ [86-8600-123456]
Contract Type	² [Non Qualified or Qualified plan under IRS code section 401, 403(b) or 408A]
Owner / Annuitant	³ [John J. Doe – Owner] ⁴ [Mary J. Doe – Annuitant ⁵ [and Covered Person]
Age of Owner	⁶ [35]
Age of Youngest Annuitant	⁷ [35]
Covered Person	Owner, unless indicated otherwise above
Date of Coverage	⁸ [February 1, 2002]
Contract Anniversary Date	⁹ [February 1, 2003]
Initial Purchase Payment	¹⁰ [\$100,000]
Minimum Initial Purchase Payment	¹¹ [\$10,000 or if IRA\$4,000]
Minimum Additional Payment	\$1,000
Maximum Purchase Payment (without prior approval of the Company)	Any purchase payment that would <u>not</u> cause Account Value to exceed \$2,000,000

Beneficiary (Relationship)	¹² [Susan J. Doe (Daughter)]
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Annuity Commencement Date	¹³ [July 1, 2061]
Annuity Option	Deferred

Minimum Annuity Purchase Amount	\$2,000
Minimum Initial Annuity Payment Amount	\$20
Account Fee After Annuity Commencement Date	\$50

Account Fee	\$50
Maximum Account Fee	\$50
Minimum Account Value for Waiver of Account Fee	\$100,000

Withdrawal Charges	<u>Number of Complete Account Years From Date of Coverage</u>	<u>Withdrawal Charges</u>
	1	8%
	2	8%
	3	7%
	4	6%
	4+	0%

Free Withdrawal Amount	(a) 10% of Purchase Payments. Any free withdrawal amount not taken by the Account Anniversary cannot be carried over into the next Account Year.
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Initial Guarantee Period(s)	¹⁴ [1 Year]
Guaranteed Interest Rate	¹⁵ [4.5%]
Minimum Guarantee Period Amount	\$1,000
Minimum Guarantee Interest Rate	¹⁶ [0%]
Market Value Adjustment (“b” Factor)	¹⁷ [0%] Maximum 0.25%

Current Fee Per Transfer	¹⁸ [\$0]
Maximum Fee Per Transfer	\$15
Maximum Number of Transfers per Year	12
Minimum Transfer Amount	\$1,000
Minimum Remaining in Sub-Account after Transfer	\$1,000

Summary of Asset Charges
Annual Asset Charges

	Current	Maximum*
Basic Annual Asset Charge:	1.65%	¹⁹ [1.65%]
²⁰ [Optional Death Benefit Charge:]	+ ²¹ [0.20%]	+ ²² [0.40%]
Total Annual Asset Charges:	= ²³ [1.85%]	= ²⁴ [2.05%]
Total Annual Asset Charge After Annuity Commencement Date:	²⁵ [1.65%]	

*The current Annual Asset Charge is guaranteed for ²⁶[four] Account Years. Thereafter, the Annual Asset Charge may be increased, but not beyond the maximum percentage shown.

During the Accumulation Period, if Purchase Payments exceed \$1 million, or the Accumulation Account Value exceeds \$1 million on the Account Anniversary, 0.15% of the Accumulation Account Value will be credited to the Owner's Account on the Account Anniversary. The credit will be applied each year thereafter on the Account Anniversary.

²⁷[Optional Living Benefit Rider Fee:]

²⁸[Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹[last] Valuation Day of an ³⁰[Account Quarter].

³¹[0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the ³²[First] Account Anniversary as described in the Rider attached to the Contract.]

³³[Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹[last] Valuation Day of an ³⁰[Account Quarter].

³⁴[0.0875%] x Retirement Asset Protector Benefit Balance Value, each ³⁰[Account Quarter.]]

³⁵[Retirement Income Escalator II Rider Fee Rate

³⁶[0.20% for single life] ³⁷[0.25% for joint life]]

³⁸[Income ON Demand II Rider Fee Rate

³⁹[0.1625% for single life] ⁴⁰[0.2125% for joint life]]

⁴¹[Income ON Demand II Plus Rider Fee Rate

⁴²[0.2375% for single life] ⁴³[0.2875% for joint life]]

⁴⁴ [Income ON Demand II Escalator Rider Fee Rate]	⁴⁵ [0.20% for single life] ⁴⁶ [0.25% for joint life]]
Basic Death Benefit	⁴⁷ [The greatest of 1, 2 or 3 shown in the “Amount of Death Benefit” provision]
Optional Living Benefits	⁴⁸ [Not Elected]
⁴⁹ [Secured Returns for Life Plus]	See description in Secured Returns for Life Plus Rider attached to the Contract.]
⁵⁰ [Retirement Asset Protector]	See description in Retirement Asset Protector Rider attached to the Contract.]
⁵¹ [Retirement Income Escalator II Rider Date]	Month Day, Year]
⁵² [Income ON Demand II Rider Date]	Month Day, Year]
⁵³ [Income ON Demand II Plus Rider Date]	Month Day, Year]
⁵⁴ [Income ON Demand II Escalator Rider Date]	Month Day, Year]
Optional Death Benefit (s) (Only available if Covered Person is age 79 or younger)	⁵⁵ [Not Elected].
⁵⁶ [Maximum Account Anniversary Value Benefit (“MAV”)]	The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.]
⁵⁷ [5% Minimum Guarantee Benefit (“5% MB”)]	The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80 th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.
What are Adjusted Purchase Payments?	Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.]
⁵⁸ [Earnings Enhancement Benefit Premier (“EEB Premier”)]	The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater

than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

What are adjusted Purchase Payments?

Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)]

⁵⁹[Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")]

The Basic Death Benefit plus

If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁰[Earnings Enhancement Benefit]

The greater of the Basic Death Benefit and the highest

Premier with Maximum Account Anniversary Benefit (“EEB Premier with MAV”)

Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date (“MAV”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

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⁶¹[Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit (“EEB Premier with 5% MB”)]

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Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier (“5% MB”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”) over

Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

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⁶²[What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?

If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.]

Build Your Portfolio Investment Options:

⁶³[*AllianceBernstein VPS Balanced Wealth Strategy Portfolio
AllianceBernstein VPS International Growth Portfolio
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Columbia Marsico 21st Century Fund, Variable Series
Columbia Marsico Growth Fund, Variable Series
Columbia Marsico International Opportunities Fund, Variable Series

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⁶⁴[90/10 Masters Model
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Sun Life US Ten-Year Fixed Series]

* Designated Funds

<i>SERFF Tracking Number:</i>	<i>SUNL-125717716</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sun Life Assurance Company of Canada (U.S.)</i>	<i>State Tracking Number:</i>	<i>39618</i>
<i>Company Tracking Number:</i>	<i>LIVING BENEFIT RIDERS FALL 2008</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Living Benefit Riders Fall 2008</i>		
<i>Project Name/Number:</i>	<i>Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SUNL-125717716 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 39618
Company Tracking Number: LIVING BENEFIT RIDERS FALL 2008
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Living Benefit Riders Fall 2008
Project Name/Number: Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/01/2008

Comments:

Attachment:

Certificate of Compliance Rule & Reg 19.pdf

Review Status:

Satisfied -Name: Riders Statement of Variability 07/14/2008

Comments:

Attachments:

Stmnt of Variability Form IOD-E.pdf

Stmnt of Variability Form IOD-II.pdf

Stmnt of Variability Form IOD-P.pdf

Stmnt of Variability Form RIE-II.pdf

Review Status:

Satisfied -Name: Endorsement Statement of Variability 07/14/2008

Comments:

Attachment:

Stmnt of Variability Form VA-TAE-2008.pdf

Review Status:

Satisfied -Name: Contract Specifications Statement of Variability 07/14/2008

Comments:

Attachments:

FAII-ME-IND-08 Spec Pages SOV.pdf

FIIII-MA-IND-08 Spec Pages SOV.pdf

RCHII-MC-IND-08 Spec Pages SOV.pdf

RFFII-MF-IND-08 Spec Pages SOV.pdf

SERFF Tracking Number: *SUNL-125717716* *State:* *Arkansas*
Filing Company: *Sun Life Assurance Company of Canada (U.S.)* *State Tracking Number:* *39618*
Company Tracking Number: *LIVING BENEFIT RIDERS FALL 2008*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *Living Benefit Riders Fall 2008*
Project Name/Number: *Living Benefit Riders Fall 2008/Living Benefit Riders Fall 2008*

Review Status:

Satisfied -Name: Application Statement of Variability

07/14/2008

Comments:

Attachment:

SOV MASTERS-08.pdf

**STATE OF ARKANSAS
INSURANCE DEPARTMENT**

CERTIFICATE OF COMPLIANCE WITH RULE AND REGULATION 19

RE: Form Numbers:

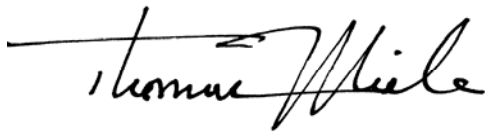
Specifications Pages: FAII-ME-IND-08, FIIII-MA-IND-08, RCHII-MC-IND-08,
RFFII-MF-IND-08

Riders/Endorsement: RIE-II, IOD-II, IOD-P, IOD-E, VA-TAE-2008

Application: Masters-08

We hereby certify that the guidelines established in Arkansas Rule and Regulation 19 have been reviewed and the policy form(s) designated above comply(ies) with these guidelines.

Sun Life Assurance Company of Canada (U.S.)

A handwritten signature in black ink, appearing to read "Thomas Miele". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Thomas Miele, Assistant Vice President, Annuities

June 18, 2008

Date

Statement of Variability* Dated 7-10-08
IOD-E

#	Variable Field	Variable Description														
1	Income ON Demand II Escalator	The marketing name of the rider. The name may vary only to the extent that there are future changes to the rider as noted in this statement.														
2	59	The age at which we determine the First Withdrawal Date. In the future the age may range from 40 to 95.														
3	Quarter	The frequency used to determine the Account period. In the future the frequency may range from Day, Month to Year.														
4	three-month	The definition of Quarter. In the future if the frequency changes to Day then the definition will display as one-day. In the future if the frequency changes to Month then the definition will display as one-month. If in the future the frequency changes to Year then the definition will display as twelve-month.														
5	50, 50 th	The age at which we determine the Stored Income Period to begin. In the future the age may range from 40 to 85.														
6	first year	Currently we only accept additional payments during the first year following the Rider Date. In the future the period may vary from the first year to the tenth year following the Rider Date.														
7	<table border="1"><tr><td>[59 - 64</td><td>[5%</td></tr><tr><td>65 - 69</td><td>6%</td></tr><tr><td>85 and older]</td><td>8%]</td></tr></table>	[59 - 64	[5%	65 - 69	6%	85 and older]	8%]	<p>Lifetime Withdrawal Percentages are determined based on the Owner's attained age at the time of their first withdrawal. Each age has a corresponding Lifetime Withdrawal Percentage. Currently there are three tiers:</p> <table border="1"><tr><td>Owner Age</td><td>Lifetime Withdrawal Percentage</td></tr><tr><td>[59 - 69</td><td>[5%</td></tr><tr><td>70 - 70</td><td>6%</td></tr><tr><td>80 and older]</td><td>7%]</td></tr></table> <p>In the future the number of tiers may range from 1 to 20, the ages may range from 20 to 100 and the percentages from 1 % to 20%.</p>	Owner Age	Lifetime Withdrawal Percentage	[59 - 69	[5%	70 - 70	6%	80 and older]	7%]
[59 - 64	[5%															
65 - 69	6%															
85 and older]	8%]															
Owner Age	Lifetime Withdrawal Percentage															
[59 - 69	[5%															
70 - 70	6%															
80 and older]	7%]															
8	each Rider Anniversary	The time at which we compare the Withdrawal Base to the Highest Quarterly Value for the purposes of step-up. In the future this time may range from each day to every tenth Rider Anniversary.														
9	Quarterly	The periodic frequency at which we determine the highest Account Value. In the future the frequency may range from Monthly to Annual.														
10	four	The corresponding number of adjusted values frequencies used to determine the Quarterly Account Value. In the future if the frequency changes then the corresponding number will range from 1 to 365.														
11	\$5,000,000	The current maximum Account Value is \$5,000,000. In the future the maximum may range from \$1M to \$10M.														
12	President Name and Signature	This is the current President's name and signature and will change as the officer changes.														

*Variability denoted on Form IOD-E by annotation and bracketing

Statement of Variability* Dated 7-10-08
IOD-II

#	Variable Field	Variable Description
1	Income ON Demand II	The current marketing name of the rider. The name may vary only to the extent that there are future changes to the rider as noted in this statement.
2	59	The age at which we determine the First Withdrawal Date. In the future the age may range from 40 to 95.
3	Quarter	The frequency used to determine the Account period. In the future the frequency may range from Day, Month to Year.
4	three-month	The definition of Quarter. In the future if the frequency changes to Day then the definition will display as one-day. In the future if the frequency changes to Month then the definition will display as one-month. If in the future the frequency changes to Year then the definition will display as twelve-month.
5	50, 50 th	The age at which we determine the Stored Income Period to begin. In the future the age may range from 40 to 85.
6	first year	Currently we only accept additional payments during the first year following the Rider Date. In the future the period may vary from the first year to the tenth year following the Rider Date.
7	5%	The percentage applied to the Income Benefit Base to determine the Annual Income Amount. In the future the percentage may range from 1% to 20%.
8	5%	The percentage applied to subsequent Purchase Payments to increase the Stored Income Balance. In the future this percentage may range from 1% to 20%.
9	each Account Anniversary	The time at which we compare the Withdrawal Base to the Highest Quarterly Value for the purposes of step-up. In the future this time may range from each day to every tenth Account Anniversary.
10	Quarterly	The periodic frequency at which we determine the highest Account Value. In the future the frequency may range from Daily, Monthly to Annual.
11	four	The corresponding number of adjusted values frequencies used to determine the Quarterly Account Value. In the future if the frequency changes then the corresponding number will range from 1 to 365.
12	\$5,000,000	The current maximum Account Value is \$5,000,000. In the future the maximum may range from \$1M to \$10M.
13	President Name and Signature	This is the current President's name and signature and will change as the officer changes.

*Variability denoted on Form IOD-II by annotation and bracketing

Statement of Variability* Dated 7-10-08
IOD-P

#	Variable Field	Variable Description
1	Income ON Demand Plus	The current marketing name of the rider. The name may vary only to the extent that there are future changes to the rider as noted in this statement.
2	5%	The percentage applied to the Income Benefit Base to determine the Annual Income Amount. In the future the percentage may range from 1% to 20%.
3	ten	The bonus period is currently available for a ten year period. In the future the bonus period may range from one to fifty year period.
4	59	The age at which we determine the First Withdrawal Date. In the future the age may range from 40 to 95.
5	Quarter	The frequency used to determine the Account period. In the future the future the frequency may range from Day, Month to Year.
6	three-month	The definition of Quarter. In the future if the frequency changes to Day then the definition will display as one-day. In the future if the frequency changes to Month then the definition will display as one-month. If in the future the frequency changes to Year then the definition will display as twelve-month.
7	50, 50 th	The age at which we determine the Stored Income Period to begin. In the future the age may range from 40 to 85.
8	5%	The percentage applied to subsequent Purchase Payments to increase the Stored Income Balance. In the future this percentage may range from 1% to 20%.
9	first year	Currently we only accept additional payments during the first year following the Rider Date. In the future the period may vary from the first year to the tenth year following the Rider Date.
10	7%	The current bonus percentage is 7%. In the future the percentage may range from 1% to 20%
11	end of each Account Year	The time at which we apply the bonus to the Withdrawal Benefit Base. In the future this time may range from every second Account Year up to every tenth Account Year.
12	each Account Anniversary	The time at which we compare the Income Benefit Base to the Highest Quarterly Value for the purposes of step-up. In the future this time may range from each day to every tenth Account Anniversary.
13	Quarterly	The periodic frequency at which we determine the highest Account Value. In the future the frequency may range from Daily, Monthly to Annual.
14	four	The corresponding number of adjusted values frequencies used to determine the Quarterly Account Value. In the future if the frequency changes then the corresponding number will range from 1 to 365.
15	7%	The percentage of the Bonus Base used in the calculation to determine if the step-up amount will apply. In the future this percentage may range from 1% to 20%.
16	\$5,000,000	The current maximum Account Value is \$5,000,000. In the future the maximum may range from \$1M to \$10M.
17	President Name and	This is the current President's name and signature and will change

#	Variable Field	Variable Description
	Signature	as the officer changes.

*Variability denoted on Form IOD-P by annotation and bracketing

Statement of Variability* Dated 7-10-08
RIE-II

#	Variable Field	Variable Description														
1	Retirement Income Escalator II	The current marketing name of the rider. The name may vary only to the extent that there are future changes to the rider as noted in this statement.														
2	ten	The bonus period is currently available for a ten year period. In the future the bonus period may range from one to fifty year period.														
3	59	The age the rider coverage becomes effective. In the future the age may range from 40 to 95.														
4	Quarter	The frequency used to determine the Account period. In the future the frequency may range from Day, Month to Year.														
5	three-month	The definition of Quarter. In the future if the frequency changes to Day then the definition will display as one-day. In the future if the frequency changes to Month then the definition will display as one-month. If in the future the frequency changes to Year then the definition will display as twelve-month.														
6	<table><tr><td>[59 - 64</td><td>[5%</td></tr><tr><td>65 - 69</td><td>6%</td></tr><tr><td>85 and older]</td><td>8%]</td></tr></table>	[59 - 64	[5%	65 - 69	6%	85 and older]	8%]	<p>Lifetime Withdrawal Percentages are determined based on the Owner's attained age at the time of their first withdrawal. Each age has a corresponding Lifetime Withdrawal Percentage. Currently there are three tiers:</p> <table><tr><td>Owner Age</td><td>Lifetime Withdrawal Percentage</td></tr><tr><td>[59 - 69</td><td>[5%</td></tr><tr><td>70 - 70</td><td>6%</td></tr><tr><td>80 and older]</td><td>7%]</td></tr></table> <p>In the future the number of tiers may range from 1 to 20, the ages may range from 20 to 100 and the percentages from 1% to 10%.</p>	Owner Age	Lifetime Withdrawal Percentage	[59 - 69	[5%	70 - 70	6%	80 and older]	7%]
[59 - 64	[5%															
65 - 69	6%															
85 and older]	8%]															
Owner Age	Lifetime Withdrawal Percentage															
[59 - 69	[5%															
70 - 70	6%															
80 and older]	7%]															
7	first year	Currently we only accept additional payments during the first year following the Rider Date. In the future the period may vary from the first year to the tenth year following the Rider Date.														
8	7%	The current bonus percentage is 7%. In the future the percentage may range from 1% to 20%														
9	end of each Account Year	The time at which we apply the bonus to the Withdrawal Benefit Base. In the future this time may range from every second Account Year up to every tenth Account Year.														
10	each Rider Anniversary	The time at which we compare the Withdrawal Base to the Highest Quarterly Value for the purposes of step-up. In the future this time may range from each day, each month, each quarter, or up to each tenth Rider Anniversary.														
11	Quarterly	The periodic frequency at which we determine the highest Account Value. In the future the frequency may range from Daily, Monthly to Annual.														
12	four	The corresponding number of adjusted values frequencies used to determine the Quarterly Account Value. In the future if the frequency changes then the corresponding number will range from 1 to 365.														
13	7%	The percentage of the Bonus Base used in the calculation to determine if the step-up amount will apply. In the future this percentage may range from 1% to 20%.														

#	Variable Field	Variable Description
14	\$5,000,000	The current maximum Account Value is \$5,000,000. In the future the maximum may range from \$1M to \$10M.
15	President Name and Signature	This is the current President's name and signature and will change as the officer changes.

*Variability denoted on Form RIE-II by annotation and bracketing

Statement of Variability* Dated 7-11-08
VA-TAE-2008

Variable Field	Variable Description
Robert C. Salipante, President	This is the current President's name and signature and will change as the officer changes.

Statement of Variability* Dated 7-8-08
Form FAII-ME-IND-08

*Variability denoted on Form FAII-ME-IND-08 by annotation and bracketing.

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$4,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$4,000.
12	Option A	This product offers a client choice of additional interest via Option A or Option B. If Option A is elected then Option A will print otherwise Option B will print.
13	2% of any Net Payment	Option A allows 2% of any Net Payment. We reserve the right to change this percentage ranging from 0.5% to 5%.
14	2% of Owner's Account Value	Option A allows 2% of the Account Value. We reserve the right to change this percentage ranging from 0.5% to 5%.
15	Option B	This product offers a client choice of additional interest via Option A or Option B. If Option B is elected then Option B will print otherwise Option A will print.
16	6% of each Purchase Payment	Option B allows 6% of each Purchase Payment. We reserve the right to change this percentage ranging from 1% to 12%.
17	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".

#	Field	Explanation of Variability
18	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 th birthday.
19	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
20	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
21	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
22	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
23	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.
24	1.70%	The maximum basic charge is currently 1.70%. In the future this may vary between 0.25% to 3%.
25	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
26	0.20%	The current charge for an optional Death Benefit is dependant of the option elected. This may vary between the current charge of 0.20% and 0.40%
27	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may vary between a maximum charge of 0.05% and 1%.
28	1.90%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 1.70% and 2.10%.
29	2.10%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 0.3% and 4%.
30	1.70%	The Total Annual Asset Charge After Annuity Commencement Date may vary between 0.3% and the current 4 %.
31	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may vary between one and ten years.
32	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
33	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
34	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
35	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
36	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
37	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.
38	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.0875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
39	0.0875%	The current fee for the Retirement Asset Protector rider is 0.0875% and may vary between from 0.0025% and 1%.
40	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
41	0.20% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.20%. This fee may vary between 0.0025% and 1%.
42	0.25% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.25%. This fee may vary between 0.0025% and 1%.
43	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
44	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
45	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
46	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
47	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
48	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 2%.
49	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
50	0.20% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.20%. This fee may vary between 0.0025% and 2%.
51	0.25% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.25%. This fee may vary between 0.0025% and 2%.
52	The greatest if 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
53	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
54	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
55	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
56	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
57	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
58	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank
59	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
60	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.

#	Field	Explanation of Variability
61	<p>Maximum Account Anniversary Value Benefit ("MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.</p>	If the benefit is elected then this section is printed otherwise this section is blank.
62	<p>5% Minimum Guarantee Benefit ("5% MB")</p> <p>The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
63	<p>Earnings Enhancement Benefit Premier ("EEB Premier")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
64	<p>Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
65	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
66	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
67	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank.</p>
68	<p>AllianceBernstein VPS Balanced Wealth Strategy Portfolio AllianceBernstein VPS International Growth Portfolio AllianceBernstein VPS Wealth Appreciation Strategy Portfolio *BlackRock Global Allocation VI Fund Columbia Marsico 21st Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund *Franklin Templeton VIP Founding Funds Allocation Fund Lazard Retirement Emerging Markets Portfolio</p>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	<p> Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS/Sun Life Utilities Series MFS/Sun Life Value Series Mutual Shares Securities Fund *Oppenheimer Balanced Fund/VA Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT Commodity Real Return Strategy Portfolio PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund *SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen UIF Equity & Income Portfolio Van Kampen UIF Mid Cap Growth Portfolio Van Kampen UIF Mid Cap Value Portfolio Sun Life US Seven-Year Fixed Series Sun Life US Eight-Year Fixed Series Sun Life US Nine-Year Fixed Series </p>	

#	Field	Explanation of Variability
	Sun Life US Ten-Year Fixed Series * Designated Funds	
69	90/10 Masters Model AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio Franklin Templeton VIP Founding Funds Allocation Fund MFS Total Return Portfolio Oppenheimer Balanced Fund/VA SC Ibbotson Moderate Fund SC Ibbotson Balanced Fund SC Ibbotson Growth Fund Van Kampen UIF Equity and Income Portfolio	The current list of available asset allocations.

Statement of Variability* Dated 7-8-08
FormFIIII-MA-IND-08

*Variability denoted on Form FIIII-MA-IND-08 by annotation and bracketing.

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 95.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 95.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$4,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$20,000	The current Minimum Initial Purchase Payment Amount is \$20,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$4,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 th birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.

#	Field	Explanation of Variability
19	1.70%	The maximum basic charge is currently 1.70%. In the future this may range from 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.20%	The current charge for an optional Death Benefit is dependant of the option elected. This may range from a current charge of 0.20% to 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may range from a maximum charge of 0.05% to 1%.
23	1.90%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 1.70% to 2.10%.
24	2.10%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 0.3% to 4%.
25	1.70%	The Total Annual Asset Charge After Annuity Commencement Date may range from 25% to 3%.
26	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may range from 1 to 10 years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.

#	Field	Explanation of Variability
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.0875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
34	0.0875%	The current fee for the Retirement Asset Protector rider is 0.0875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.20% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.20%. This fee may vary between 0.0025% and 2%.
37	0.25% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.25%. This fee may vary between 0.0025% and 2%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.20% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.20%. This fee may vary between 0.0025% and 1%.
46	0.25% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.25%. This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
47	The greatest if 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
48	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
49	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
50	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
51	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
52	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
53	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank
54	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	Maximum Account Anniversary Value Benefit ("MAV") The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
57	<p>5% Minimum Guarantee Benefit ("5% MB")</p> <p>The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
58	<p>Earnings Enhancement Benefit Premier ("EEB Premier")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
59	<p>Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank.</p>
63	<p>*AllianceBernstein VPS Balanced Wealth Strategy Portfolio AllianceBernstein VPS International Growth Portfolio AllianceBernstein VPS Wealth Appreciation Strategy Portfolio *BlackRock Global Allocation VI Fund Columbia Marsico 21st Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund *Franklin Templeton VIP Founding Funds Allocation Fund Lazard Retirement Emerging Markets Portfolio</p>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	<p> Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS/Sun Life Utilities Series MFS/Sun Life Value Series Mutual Shares Securities Fund *Oppenheimer Balanced Fund/VA Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT Commodity Real Return Strategy Portfolio PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund *SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen UIF Equity & Income Portfolio Van Kampen UIF Mid Cap Growth Portfolio Van Kampen UIF Mid Cap Value Portfolio Sun Life US Seven-Year Fixed Series Sun Life US Eight-Year Fixed Series Sun Life US Nine-Year Fixed Series </p>	

#	Field	Explanation of Variability
	Sun Life US Ten-Year Fixed Series * Designated Funds	
64	90/10 Masters Model AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio Franklin Templeton VIP Founding Funds Allocation Fund MFS Total Return Portfolio Oppenheimer Balanced Fund/VA SC Ibbotson Moderate Fund SC Ibbotson Balanced Fund SC Ibbotson Growth Fund Van Kampen UIF Equity and Income Portfolio	The current list of available asset allocations.

Statement of Variability* Dated 7-8-08
Form RCHII-MC-IND-08

*Variability denoted on Form RCHII-MC-IND-08 by annotation and bracketing.

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$4,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$4,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 th birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.

#	Field	Explanation of Variability
19	1.35%	The maximum basic charge is currently 1.35%. In the future this may vary between 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.20%	The current charge for an optional Death Benefit is dependant of the option elected. This may vary between the current charge of 0.20% and 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may vary between a maximum charge of 0.05% and 1%.
23	1.55%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 1.35% and 1.75%.
24	1.75%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 0.30% and 4%.
25	1.35%	The Total Annual Asset Charge After Annuity Commencement Date may vary between 0.25% and the 3%.
26	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may vary between one and ten years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.

#	Field	Explanation of Variability
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.0875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
34	0.0875%	The current fee for the Retirement Asset Protector rider is 0.0875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.20% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.20%. This fee may vary between 0.0025% and 1%.
37	0.25% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.25%. This fee may vary between 0.0025% and 1%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.20% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.20%. This fee may vary between 0.0025% and 1%.
46	0.25% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.25%. This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
47	The greatest if 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
48	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
49	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
50	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
51	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
52	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
53	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank
54	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	Maximum Account Anniversary Value Benefit ("MAV") The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
57	<p>5% Minimum Guarantee Benefit ("5% MB")</p> <p>The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
58	<p>Earnings Enhancement Benefit Premier ("EEB Premier")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
59	<p>Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank.</p>
63	<p>*AllianceBernstein VPS Balanced Wealth Strategy Portfolio AllianceBernstein VPS International Growth Portfolio AllianceBernstein VPS Wealth Appreciation Strategy Portfolio *BlackRock Global Allocation VI Fund Columbia Marsico 21st Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund *Franklin Templeton VIP Founding Funds Allocation Fund Lazard Retirement Emerging Markets Portfolio</p>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	<p> Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS/Sun Life Utilities Series MFS/Sun Life Value Series Mutual Shares Securities Fund *Oppenheimer Balanced Fund/VA Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT Commodity Real Return Strategy Portfolio PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund *SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen UIF Equity & Income Portfolio Van Kampen UIF Mid Cap Growth Portfolio Van Kampen UIF Mid Cap Value Portfolio Sun Life US Seven-Year Fixed Series Sun Life US Eight-Year Fixed Series Sun Life US Nine-Year Fixed Series </p>	

#	Field	Explanation of Variability
	Sun Life US Ten-Year Fixed Series * Designated Funds	
64	90/10 Masters Model AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio Franklin Templeton VIP Founding Funds Allocation Fund MFS Total Return Portfolio Oppenheimer Balanced Fund/VA SC Ibbotson Moderate Fund SC Ibbotson Balanced Fund SC Ibbotson Growth Fund Van Kampen UIF Equity and Income Portfolio	The current list of available asset allocations.

Statement of Variability* Dated 7-8-08
Form RFFII-MF-IND-08

*Variability denoted on Form RFFII-MF-IND-08 by annotation and bracketing.

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$4,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$4,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 th birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.

#	Field	Explanation of Variability
19	1.65%	The maximum basic charge is currently 1.65%. In the future this may range from 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.20%	The current charge for an optional Death Benefit is dependant of the option elected. This may range from a current charge of 0.20% to 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may range from a maximum charge of 0.05% to 1%.
23	1.85%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 1.65% to 2.05%.
24	2.05%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 0.03% to 4%.
25	1.65%	The Total Annual Asset Charge After Annuity Commencement Date may range from 0.25% and 3%.
26	four	The current annual asset charge is currently guaranteed for seven Account Years. This may range from 1 to 10 years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.

#	Field	Explanation of Variability
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.0875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
34	0.0875%	The current fee for the Retirement Asset Protector rider is 0.0875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.20% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.20%. This fee may vary between 0.0025% and 1%.
37	0.25% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.25%. This fee may vary between 0.0025% and 1%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.20% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.20%. This fee may vary between 0.0025% and 1%.
46	0.25% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.25%. This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
47	The greatest if 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
48	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
49	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
50	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
51	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
52	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
53	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank
54	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed print otherwise this section is blank.
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	Maximum Account Anniversary Value Benefit ("MAV") The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
57	<p>5% Minimum Guarantee Benefit ("5% MB")</p> <p>The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
58	<p>Earnings Enhancement Benefit Premier ("EEB Premier")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
59	<p>Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank.</p>
63	<p>*AllianceBernstein VPS Balanced Wealth Strategy Portfolio AllianceBernstein VPS International Growth Portfolio AllianceBernstein VPS Wealth Appreciation Strategy Portfolio *BlackRock Global Allocation VI Fund Columbia Marsico 21st Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund *Franklin Templeton VIP Founding Funds Allocation Fund Lazard Retirement Emerging Markets Portfolio</p>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	<p> Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS/Sun Life Utilities Series MFS/Sun Life Value Series Mutual Shares Securities Fund *Oppenheimer Balanced Fund/VA Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT Commodity Real Return Strategy Portfolio PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund *SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen UIF Equity & Income Portfolio Van Kampen UIF Mid Cap Growth Portfolio Van Kampen UIF Mid Cap Value Portfolio Sun Life US Seven-Year Fixed Series Sun Life US Eight-Year Fixed Series Sun Life US Nine-Year Fixed Series </p>	

#	Field	Explanation of Variability
	Sun Life US Ten-Year Fixed Series * Designated Funds	
64	90/10 Masters Model AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio Franklin Templeton VIP Founding Funds Allocation Fund MFS Total Return Portfolio Oppenheimer Balanced Fund/VA SC Ibbotson Moderate Fund SC Ibbotson Balanced Fund SC Ibbotson Growth Fund Van Kampen UIF Equity and Income Portfolio	The current list of available asset allocations.

***Variable Material dated 7-10-08**
Form: MASTERS-08

Annuity Application		
Application Section	Bracketed Area	Description
Banner	Sun Life Financial Masters Choice Variable Annuity	The name of the product which will print on the application. The application will be used for the current product offerings: Sun Life Financial Masters Choice Annuity, Sun Life Financial Masters Extra Annuity, Sun Life Financial Masters Flex Annuity, Sun Life Financial Masters Access Annuity. We may offer additional products or discontinue offering products in the future.
	Retail Insurance & Annuities Division, 112 Worcester Street, Wellesley Hills, MA 02481 1-800-752-7216	This is the company's current service mailing address and current toll free number and may change in the future.
3 - Plan Selection	and Purchase Payment Interest	The Masters Extra product offers two Purchase Payment Interest options which the client elects at the time of application. If the application is for the Master Extra product then this text will print otherwise this text is not printed.
	*	The asterick is used for the 403(b) footnote and will not appear at this time. See further explanation below.
	*If the plan is 403(b), a completed Acknowledgement Form must accompany the application.	The footnote refers to further instructions regarding 403(b) and is currently not printed. The company is not accepting 403(b) transfers at this time. If in the future, the company should decide to accept 403(b) transfers then this statement will be printed.
	Indicate the rate at which interest should be credited to your account ... Option A - 2%/Five Year Anniversary Option B - 6% Interest Option	These are the interest options offered with the Masters Extra product. If the application is for the Master Extra product then this section will print otherwise this section is not printed. Option A may vary from 0.5% to 5% and Option B may vary from 1% to 12%.
4 - Optional Benefits	Retirement Asset Protector Secured Returns for Life Plus Retirement Income Escalator II Income ON Demand II Income ON Demand II Plus Income ON Demand Escalator Single - Joint Life	We are currently offer six living benefit riders to our clients. In the future we may offer additional riders and/or discontinue offering a living benefit rider. Currently the riders (except Plus) offer a single or joint life option. In the future we may discontinue offering this option at which time this text will not appear.
	*Should you elect to cancel ... its cost until your 7 th anniversary.	If in the future we no longer offer the Secured Returns for Life Plus rider then this text will not be printed.
	Earnings Enhancement Benefits (EEB) ... 5% Premium Roll-Up Benefit	We are currently offering six optional Death Benefits. In the future we may offer additional death benefits at which time the benefit will appear or we may discontinue offering a benefit at which time the text will not appear.

	If a Death Benefit Option is not elected, the Basic Death Benefit will be paid to the beneficiary.	If in the future we discontinue all optional Death Benefits then this statement will not print.
9 – Customer Acceptance	Customer Identification Notice: ... for this purpose.	The Customer Identification Notice language is not yet final. Once final, this section will be updated to comply with Federal Patriot Act requirements.
10 - Registered Representative	Option A Option B Option C	These are the current commission options. Additional options may be offered in the future at which time they will be added to the application as Option D – Option H or we may discontinue an option at which time this text will not print.
	Anti-Money Laundering Customer Identity Information ... State of Issue	The Anti-Money Laundering Customer Identity Information language is not yet final. Once final, this section will be updated to comply with Federal Patriot Act requirements.

*Variability denoted by brackets